

HomeLend™

Home Loan Booklet

Sandhurst Trustees Limited
ABN 16 004 030 737
Australian Credit Licence 237906
Home Loan Contract Terms and Conditions
National Mortgage Market Corporation Pty Ltd (NMMC)
Administered Loans

ABOUT THIS CONTRACT

This document does not contain all of the information we must give you before you enter into this contract. The rest of the information is in the *Loan Schedule* and the *Electronic Banking Conditions of Use*. You should read these *Terms and Conditions*, the *Loan Schedule*, the *Electronic Banking Conditions of Use* and the HomeLend™ Schedule of Fees and Charges carefully. You should also keep the documents for your future reference.

National Mortgage Market Corporation

SUBSIDIARY OF BENDIGO AND ADELAIDE BANK LIMITED

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Home Loan Contract Terms and Conditions

The meaning of words printed in italics (*like this*) and some other key words is explained at the end of these *Terms and Conditions*.

1 What We Lend and When

- 1.1 We agree to lend you the *amount of credit*.
- 1.2 We can debit all or any part of the *amount of credit* to your loan account. We can debit it (so that you pay interest charges on the amount) on the day we lend you the amount (if we pay you the amount by posting a cheque, this is the day we post the cheque).

If our solicitors provide or are to provide any of the *amount of credit* to you or at your request (*such as on the settlement of a property purchase*), the day we lend you the amount is the day we provide the funds to our solicitors.

- 1.3 However, we only have to lend the *amount of credit* if we, or National Mortgage Market Corporation Pty Ltd on our behalf, have received:

- (a) each *security* and any documents we require in relation to any *security*; and
- (b) evidence of any insurance we require; and
- (c) any report or valuation we require; and
- (d) any certificate of independent advice from a solicitor we require; and
- (e) any certificate of financial advice from a financial adviser we require; and
- (f) any other document or information we reasonably require; and
- (g) evidence that you have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty or similar impost in connection with each *security*.

- 1.4 We can end this *contract* if:

- (a) any of the items listed in clause 1.3 are not provided to us or are not paid or are not satisfactory to us;
- (b) your or a *security provider's* financial circumstances have significantly changed since the *disclosure date*; or

- (c) any *security* has been withdrawn or is otherwise ineffective; or
- (d) you or a *security provider* is *insolvent*; or
- (e) you or a *security provider* is in default under this *contract* or a *security*; or
- (f) any information which you or a *security provider* gave to us or National Mortgage Market Corporation Pty Ltd on our behalf or which we, or our agent National Mortgage Market Corporation Pty Ltd have about you, a *security provider* or any *security* is not correct or has changed since we, or National Mortgage Market Corporation Pty Ltd, obtained it.

- 1.5 We can end this *contract* if you have not obtained any of the *amount of credit* within 90 days of the *disclosure date*.

- 1.6 If this *contract* is ended you must still pay all amounts you are required to pay up to that time under this *contract*. If this *contract* is ended before you have obtained any of the *amount of credit*, or used a card or other means of obtaining credit provided to you by us to acquire goods or services for which credit is to be advanced under the *contract*, you must also pay all amounts you acquired under this *contract* to pay on the *settlement date* except for fees and charges in respect of any of our costs we no longer have to pay.

- 1.7 You must tell us, or our agent National Mortgage Market Corporation Pty Ltd, if anything has happened which prevents you from complying with your obligations under this *contract* or if there are changes to your position as stated in all the declarations you have made to us or National Mortgage Market Corporation Pty Ltd in connection with this *contract*, including in the application form, before we lend you any of the *amount of credit*.

2 Interest Charges

- 2.1 Interest charges for each day are calculated on a daily basis by applying the *daily percentage rate* to the *daily balance*.

- 2.2 We can debit interest charges to your loan account monthly on the last day of each month.

We can also debit interest charges to your loan account at the following times:

- (a) immediately before we credit to *your loan account* a payment that equals or exceeds the *loan account balance* at that time; and
- (b) on the day the *loan account balance* becomes due under clause 8 of these *Terms and Conditions*.

2.3 The amount of interest charges debited will comprise the sum of interest charges calculated for each day in the period commencing on:

- in the case of the first interest debit, the *settlement date*;
- otherwise, the day following the last day for which an interest charge was debited,

and ending:

- where the interest charge debit takes effect earlier than immediately before the end of the day on which it was debited, the day before that day;
- otherwise, the day on which the interest charge is debited.

2.4 We can change the *annual percentage rate* at any time except:

- (a) where the *Loan Schedule* states that we have agreed that we will not change the *annual percentage rate*; or
- (b) during a *fixed rate period*; or
- (c) during a *capped rate period*, if the new *annual percentage rate* exceeds the specified capped rate.

If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*.

2.5 You can find out what any current reference rates under this *contract* are by telephoning National Mortgage Market Corporation Pty Ltd on 03 8414 7986. The reference rates are published in The Australian newspaper on the last day of publication each month.

2.6 For the purposes of payments under the *contract*, a day ends at 5pm Victorian time.

3 Fees and Charges

3.1 You must pay to us the following fees and charges (which are authorised by this *contract*):

- *government transaction charges*; and
- the *credit fees and charges* set out in the *Loan Schedule* which are payable at the times specified in the *Loan Schedule* (these *credit fees and charges* may be paid either to us or National Mortgage Market Corporation Pty Ltd or as either may direct); and
- any other standard fees and charges (apart from *credit fees and charges* and *government transaction charges*) we impose from time to time (see the HomeLend™ Schedule of Fees and Charges as amended from time to time).

3.2 We can debit these fees and charges to *your loan account*.

3.3 We can debit the *government transaction charges* to *your loan account* when the receipt or withdrawal to which those charges relate occurs.

3.4 We can change the amount of any *credit fee or charge* at any time without *your* consent. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*. We can change this *contract* to impose a new *credit fee or charge* at any time without *your* consent (see clause 19).

4 Your Liability and What You Owe Us

4.1 Where more than one *person* is named in the *Loan Schedule* as “Borrower”, *your* liability under this *contract* is both joint and several. This means that every one of *you* is liable both on *your own* and together for the whole of any debit balance of *your loan account*.

4.2 Once we debit an amount to *your loan account* (if it is not already owed), *you owe us* that amount.

5 Repayments

5.1 You must pay the repayments we determine at the times we determine. As at the *disclosure date* the repayments are those set out in the *Loan Schedule* and they must be paid at the times set out in the *Loan Schedule*.

5.2 You must pay us the *loan account balance* plus any amounts charged, accrued or payable but not yet debited to *your loan account* at the end of the *loan term* if they have not become due and payable any earlier.

5.3 You can pay the *loan account balance* at any time. If you do this, you must also pay any amounts charged, accrued or payable but not yet debited to your *loan account* at that time.

5.4 We do not treat a payment as made until it is credited to the *loan account*.

5.5 We calculate each repayment amount as follows:

(a) Monthly Repayments = $Q \times 1.002868 + 1 \text{ cent}$

or

(b) Fortnightly Repayments =

$$\left(\frac{Q \times 12}{26.089} \right) \times 1.002868 + 1 \text{ cent}$$

$$\text{where: } Q = P \times \frac{i}{1 - \left[\frac{1}{(1+i)^n} \right]}$$

P = *scheduled balance* at date of calculation

i = *annual percentage rate* divided by 12

n = *remaining term* (in months)

6 Redraw Facility

6.1 Subject to this clause and the conditions in the Redraw Facility section of the *Loan Schedule*, you may redraw money you have prepaid to your *loan account* by:

- (a) completing and signing an NMMC Loan Redraw Request form; or
- (b) using Bendigo e-banking if you have previously completed a HomeLend (NMMC) Application for Online Redraw via Bendigo e-banking. If there is more than one of you:
 - (i) the signatures of all of you (including any Guarantors or Third Party Mortgages, and if any party to the loan is a company, the document must be signed in accordance with the company's Constitution), are required on the applicable document relating to the redraw or redraw facility; and
 - (ii) on acceptance of the completed HomeLend (NMMC) Application for Online Redraw via Bendigo e-banking by our authorised representative (such as a staff

member of our parent company Bendigo and Adelaide Bank Limited), you in conjunction with any joint signatory to your *loan account* will be able to authorise a redraw from your *loan account* via Bendigo e-banking.

6.2 Any redraws will be debited to your *loan account* and your *loan account balance* will increase accordingly and interest will accrue on this new *loan account balance* from the date the redraw takes effect on your *loan account*.

6.3 A redraw fee may apply as given in the *Loan Schedule*.

6.4 Our agent National Mortgage Market Corporation Pty Ltd on our behalf may, at its discretion acting reasonably, refuse your application for Online Redraw, refuse any request for redraw, withdraw Bendigo e-banking access to redraw or withdraw your right to redraw at any time without notice if:

- (a) any one of you asks us or any authorised representative of us to in writing, or sends a Secure Email of authorisation via Bendigo e-banking; or
- (b) you are in default under your *contract* as specified in clause 8 of these *Terms and Conditions*; or
- (c) a variation to the terms of your *contract* is being processed; or
- (d) your *loan account balance* is nil or is a credit balance.

6.5 When we consider it reasonably necessary to protect our legitimate interests, we may change redraw limits or impose new limits in the future:

- (a) method of redraw (for redraw by cash or by cheque or otherwise); or
- (b) number or amount of redraw or otherwise, and in relation to a particular period of time or otherwise.

Redraw limits and fees are set out in the *Loan Schedule*. We will notify you of any change we make by giving you notice of the change according to clause 19 of these *Terms and Conditions*.

7 Building Loans

7.1 The following provisions of clause 7 only apply if the *Loan Schedule* indicates that you have a building loan.

7.2 We lend you the *amount of credit* progressively by:

- (a) paying any *credit fees and charges* and insurance premiums included in the *amount of credit*; and
- (b) paying the balance of the *amount of credit* as progress payments after you have exhausted your own funds.

7.3 We only have to lend progress payments if:

- (a) for each progress payment (*including* the first and last):
 - (i) we, or National Mortgage Market Corporation Pty Ltd on *our* behalf, have received an authority from you to pay the builder which is satisfactory to us; and
 - (ii) if a progress inspection is required, *our* valuer recommends that we make the progress payment (*our* valuer will normally need to value the building work to do this); and
- (b) before the first progress payment, we, or National Mortgage Market Corporation Pty Ltd on *our* behalf, have received all of the following:
 - (i) copy of stamped local council approved plans and specifications; and
 - (ii) copy of building contract between you and your builder; and
 - (iii) any other certificates or authorities from local councils or other authorities necessary to conduct the building works; and
 - (iv) a report by *our* valuer; and
 - (v) evidence of any insurance we require,

which are satisfactory to us; and
- (c) before the last progress payment, we, or National Mortgage Market Corporation Pty Ltd on *our* behalf, have received all of the following:
 - (i) confirmation that the building works are finished (*including* a signed certificate from you of satisfactory completion of the building works); and

- (ii) evidence of any insurance we require; and
- (iii) any other certificates or authorities from local councils or other authorities in relation to the completion of the building works, which are satisfactory to us.

7.4 These conditions are in addition to those in clause 1.3 which must also be satisfied.

7.5 Within 12 months (or such longer time as we agree, acting reasonably) of the date you sign the *Loan Schedule* you must complete the building works specified in the plans and specifications you give us before the first progress payment.

8 If You Are In Default

When are you in default?

8.1 You are in default if:

- (a) you do not pay, on or before its due date for payment any amount payable under this *contract*, or
- (b) you are in breach of any other provision of this *contract*; or
- (c) you or another *person* gives us or National Mortgage Market Corporation Pty Ltd incorrect or misleading information in connection with this *contract* or a *security* such as information given in an application form; or
- (d) we reasonably believe you or another *person* has acted fraudulently in connection with this *contract* or a *security*; or
- (e) you or a *security provider* is in default under a *security* or withdraws from it; or
- (f) you or a *security provider* becomes *insolvent* or steps are taken to make you or the *security provider* so; or
- (g) you are in default under any other credit contract you have entered into with us or any other *security interest* you or a *security provider* has given to us which is not a *security*; or
- (h) a power of sale arises under any *security interest* over any property which is secured by a *security*.

What can happen then?

- 8.2 If *you* are in default, then subject to any *law* (including requirements as to notice) the *loan account balance* plus any amounts charged, accrued or payable but not yet debited to *your loan account* automatically become due and payable.
- 8.3 Enforcement expenses may become payable under this *contract* or any *security* (or both) in the event of a breach.
- 8.4 *You* must pay *us* all reasonable enforcement expenses we reasonably incur arising from any default under this *contract* or under any *security*. Enforcement expenses *include* but are not limited to those reasonably incurred by the use of *our* staff and facilities. *We* can debit these amounts to the *loan account*.
- 8.5 If enforcement expenses are debited to *your loan account* they will become due and payable at the time they are debited.
- 8.6 Enforcement expenses *include*, in the case of any *security*, costs incurred in preserving or maintaining property subject to the *security* such as paying insurance, rates or taxes for the property after a default where they are authorised by the *security*. If the property the subject of a *security* can be insured, *you* must ensure insurance over mortgaged property is taken and maintained. If *you* do not, we may take out that insurance and any premium we pay will be an enforcement expense.

9 What Happens To Payments We Receive

- 9.1 *We* may apply any payment or other credit we receive to any amount *you* owe under this *contract* in any order we choose, acting reasonably.
- 9.2 If *you* have any other credit contract with *us* and *you* make a payment to *us* without telling *us* how the payment is to be applied, we will apply the payment to all or any of the credit contracts in any way we choose, acting reasonably.

10 Substituting Security

- 10.1 *You* may ask *us* or *our* agent National Mortgage Market Corporation Pty Ltd on *our* behalf in writing to allow *you* to substitute a new *security interest* for a *security*. *We* do not have to agree but, if we do, we will almost certainly impose conditions.

- 10.2 Even if we agree to the substitution, the *security* to be replaced is not affected until (and then only to the extent that) we give a written discharge for it.

11 Statements

We, or *our* agent National Mortgage Market Corporation Pty Ltd on *our* behalf, will send *you* statements of account six monthly. However, we need not send a statement of account if:

- no amount was credited or debited to *your loan account* during the statement period and the debit balance on *your loan account* is less than \$10; or
- we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your loan account* during the statement period; or
- *you* have been in default under this *contract* during the statement period and we have commenced enforcement proceedings.

The first statement period commences on the *settlement date* and ends on either the last day of the following December or the last day of the following June, whichever falls first. Thereafter, statement periods will be for six months. *You* can request a statement of account or query a transaction on *your* statement of account by contacting National Mortgage Market Corporation Pty Ltd on 03 8414 7986.

12 Inconsistency

- 12.1 If there is any conflict or inconsistency between the *Loan Schedule, Terms and Conditions, any security*, and the *Electronic Banking Conditions of Use*, those documents will prevail in that order to the extent of the inconsistency.
- 12.2 To the extent allowed by *law* and subject to clauses 22.2, 22.3 and 22.4 this *contract* prevails to the extent it is inconsistent with any *law*.

13 How We May Exercise Our Rights

- 13.1 *We* may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate *including* by imposing reasonable conditions.
- 13.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

- 13.3 *Our* rights and remedies under this *contract* are in addition to other rights and remedies provided by *law* independently of it.
- 13.4 *Our* rights and remedies under this *contract* may be exercised by any of *our* employees or any other *person* we authorise.
- 13.5 We may only exercise *our* rights under a term of this *contract* to the extent (if any) reasonably necessary to protect *our* legitimate interests. This clause applies to a term of this *contract*, despite any other term of this *contract*, if it:
- (a) is subject to unfair contract terms legislation; and
 - (b) is to *our* advantage; and
 - (c) causes a significant imbalance in the rights and obligations of *you* and *us* under this *contract*; and
 - (d) would cause detriment to *you* if we applied the term or relied on the term.

Words used in this clause have the meanings given to them in the unfair contract terms legislation.

- 13.6 To the full extent permitted by *law* we are not liable for any loss (*including* any consequential loss) caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy whether or not such attempt, failure or delay results from *our* negligence.

14 Our Certificates

We, or *our* agent National Mortgage Market Corporation Pty Ltd on *our* behalf, 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 unless it is proved to be incorrect.

15 Assignment

- 15.1 We may assign or otherwise deal with *our* rights under this *contract*. *You* agree that we may disclose any information or documents we consider desirable to help *us* exercise this right. *You* also agree that we may disclose information or documents at any time to a *person* to whom we assign *our* rights under this *contract*.
- 15.2 *Your* rights are personal to *you* and may not be assigned without *our* written consent.

16 Valuations

Any valuation or report we obtain is for *our* benefit, not *yours*. *You* may not rely on it.

17 Blanks

You agree that we, or *our* agent National Mortgage Market Corporation Pty Ltd on *our* behalf, may fill in any blanks in any related document to this *contract* (*such as* an acknowledgement), in accordance with *your* instructions.

18 Notices, Other Communications and Serving Documents

- 18.1 Communications from *us* may be signed by any of *our* employees or agents. If *you* are a company, communications from *you* must be signed by a director.
- 18.2 Communications for *us* may be:
- (a) given personally to one of *our* employees or agents at:
 - (i) the office of National Mortgage Market Corporation Pty Ltd; or
 - (ii) *our* registered office; or
 - (iii) at any other place we or National Mortgage Market Corporation Pty Ltd tell *you*; or
 - (b) sent by pre-paid post or electronically (*such as* by facsimile or telex) to any of those places; or
 - (c) given by any other means permitted by *law*.
- 18.3 Communications for *you* may be:
- (a) given to *you* personally or left at:
 - (i) (if *you* are an individual) *your* residential or business address last known to *us*; or
 - (ii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (iii) any address specified by *you*; or
 - (b) sent by pre-paid post or electronically (*such as* by facsimile or telex) to any of those places; or
 - (c) given by any other means permitted by *law*.

18.4 Communications given by newspaper advertisement are taken to be received on the date they are first published.

19 Changes

19.1 Acting reasonably, we can change this *contract* (such as by varying an existing provision or adding a new provision) at any time without *your* consent including:

- imposing a new *credit fee or charge*;
- changing a reference rate or any other rate that applies to this *contract*;
- changing the manner in which interest is calculated or applied under this *contract*;
- changing the way in which repayments are calculated or when they are due;
- changing when we will give *you* a statement of account.

If any *law* or the ePayments Code regulates how and when a change can be made, we may only make a change to the extent permitted by and subject to the requirements of that *law* or Code.

Other Codes and *laws* may apply in addition to the ePayments Code and require different periods of notice and means of giving notice for various changes.

We can only make changes to the extent reasonably necessary to protect *our* legitimate interests, including:

- (a) changes because of changes to *our* cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- (b) changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- (c) changes due to changes in the way we operate our business or *our* systems;
- (d) changes we think are necessary to fix errors or to make things clearer;
- (e) changes for information security or similar purposes;

(f) changes to reflect market practice or standards or to keep *our* products competitive and meeting customer expectations and needs; or

(g) changes made for other good reasons.

19.2 We, or *our* agent National Mortgage Market Corporation Pty Ltd on *our* behalf, will notify *you* when we:

(a) Change any reference rate or *annual percentage rate* that is not determined by referring to a reference rate that applies to this *contract*. Where such a change to any reference rate does not reduce *your* obligations and takes effect on or after a day it is published in the regular publication of *our* reference rates under clause 2.5, *you* will be notified of the change by that publication. Where a change to any reference rate or any *annual percentage rate* that is not determined by referring to a reference rate does not reduce *your* obligations and, in the case of a change to a reference rate, takes effect before a day on which it is published in the regular publication of *our* reference rates under clause 2.5, we will notify *you* either by advertising in a newspaper circulating throughout the *jurisdiction* or in writing to *you* not later than the day on which the change takes effect. If we notify *you* by advertisement we will also provide *you* with such particulars of the change as are required by *law* before or when we provide *your* next statement of account after the change takes effect. Where such a change reduces *your* obligations we will notify *you* in writing before or when we provide *your* next statement of account after the change takes effect.

(b) Discontinue any reference rate or change the manner in which interest is calculated or applied under this *contract*. Where such a change does not reduce *your* obligations or does not extend the time for payment, we will give *you* at least 30 days prior written notice. Where such a change reduces *your* obligations we will give *you* written notice before or when we provide *your* next statement of account after the change takes effect.

- (c) Change the amount or frequency of payment of a *credit fee or charge* or impose a new *credit fee or charge*. Where a change to the amount of a *credit fee or charge* or the imposition of a new *credit fee or charge* does not reduce *your* obligations or does not extend the time for payment, we will give *you* at least 30 days prior notice either by advertisement in a newspaper circulating throughout the *jurisdiction* or in writing to *you*. If we notify *you* by advertisement we will also provide *you* with such particulars of the change as are required by *law* before or when we provide *your* next statement of account after the change takes effect. Where a change to the frequency of payment of a *credit fee or charge* does not reduce *your* obligations or does not extend the time for payment, we will give at least 30 days prior notice in writing to *you*. Where a change to the amount or frequency of payment of a *credit fee or charge* or the imposition of a new *credit fee or charge* reduces *your* obligations or extends the time for payment we will notify *you* in writing no later than before or when we provide *your* next statement of account after the change takes effect.
- (d) Change the amount or frequency of payment of a repayment. Where such a change does not reduce *your* obligations or does not extend the time for payment, we will give at least 30 days prior written notice to *you*. Where such a change reduces *your* obligations or extends the time for payment, we will give *you* written notice no later than before or when we provide *your* next statement of account after the change takes effect.
- (e) Change the *Terms and Conditions* of the *contract* and fees and charges (other than in the ways set out in sub-clauses 19.2(a) to 19.2(d)). We will do this either in writing to *you* or by newspaper advertisement or both.

20 Waiver

We may choose at any time to waive any of *our* rights under the *contract*. Subject to any applicable *law*, a waiver by *us* is not a change to, and does not reduce *our* rights under, the *contract* unless we give *you* written notice that it is a change to the *contract*.

21 Set-Off

You must pay all amounts due under this *contract* in full without setting off amounts *you* believe we owe *you* except to the extent *you* have a right of set-off granted by *law* which we cannot exclude by agreement (*such as* under a National Credit Code) or where there is a genuine dispute as to the amounts due under this *contract*.

22 Consumer Credit Legislation and Severance

- 22.1 Clauses 22.2 and 22.3 apply to the extent that a National Credit Code applies to this *contract*.
- 22.2 If:
- (a) that Code 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 Code or impose an obligation or liability which is prohibited by that Code,
- this *contract* is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.
- 22.3 If that Code is inconsistent with this *contract*, that Code overrides this *contract* to the extent of the inconsistency.
- 22.4 Subject to clauses 22.2 and 22.3, any provision of this *contract* that is illegal, void or unenforceable shall be ineffective only to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions of this *contract*.

23 Applicable Law

- 23.1 If *you* reside in an Australian state or territory then this *contract* is subject to the *laws* of that state or territory. Otherwise, this *contract* is subject to the *laws* of the Australian state or territory under which we first provide credit under this *contract*.
- 23.2 *You* submit to the *jurisdiction* of the courts of the Australian state or territory whose *laws* apply to this *contract* and the proper *jurisdiction* of any other court.

24 Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

To comply with requirements of anti-money laundering and counter-terrorism financing laws we may:

- require you to provide to us or our agent National Mortgage Market Corporation Pty Ltd on our behalf, or otherwise obtain, any additional documentation or other information; and/or
- suspend, block or delay transactions on your loan account or refuse to provide services to you; and/or
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other law.

25 Security – Not Applicable

Your obligations under the contract are not covered by any security interest other than any security interest referred to in the Loan Schedule or the subject of a specific acknowledgement from you that it covers your obligations under the contract, even if you or someone else has given us a security interest for all your debts to us.

26 Meaning of Words

the “**amount of credit**” is the amount we agree to lend you under this contract from time to time. As at the disclosure date it is the amount stated in the Loan Schedule and described as the "amount of credit".

“**annual percentage rate**” means each rate described as an "annual percentage rate" in the Loan Schedule.

the “**capped rate period**” is stated in the Loan Schedule (if none is stated in the Loan Schedule there is no capped rate period).

the “**contract**” means the contract (as varied from time to time) you make with us by accepting the offer in the Loan Schedule.

“**costs**” includes charges and expenses; and costs, charges and expenses in connection with legal and other advisers.

“**credit fees and charges**” (also “**credit fee or charge**”) means the credit fees and charges set out in the Loan Schedule and any other fees and charges payable in connection with this contract or a security, but does not include:

- interest charges;
- any fees or charges that are payable to or by us if they would be payable even if the credit facility were not available;
- enforcement expenses;
- government transaction charges.

“**daily balance**” means:

- for a day on which an interest charge is debited to your loan account, and where the debits made on that day include the interest charge for that day, the loan account balance immediately before the end of that day; and
- for any other day, the loan account balance at the end of that day.

“**daily percentage rate**” means the annual percentage rate divided by 365 or 366 in a leap year.

the “**disclosure date**” is stated in the Loan Schedule.

the “**discount rate period**” (if any) is stated in the Loan Schedule (if none is stated in the Loan Schedule, there is no discount rate period).

Electronic Banking Conditions of Use means the conditions appearing in the booklet entitled “Bendigo and Adelaide Bank Limited Phone Banking and e-banking Conditions for NMMC HomeLend™ Customers”.

the “**fixed rate period**” (if any) is stated in the Loan Schedule (if none is stated in the Loan Schedule, there is no fixed rate period).

“**government transaction charges**” means bank account debits tax and all additional government stamp and other duties and charges payable on receipts or withdrawals under this contract or a security.

“**including**” or “**such as**” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“**insolvent**” means:

- (i) an individual who has either:
 - (a) committed an act of bankruptcy;
 - (b) entered into an assignment, arrangement, compromise or composition with his/her creditors; or
 - (c) is unable to pay any of his/her debts as and when they fall due,

- (ii) a body corporate, partnership, other entity or trustee of a trust in respect of which:
- (a) (except for the purpose of a solvent reconstruction or amalgamation with *our* prior written consent), an order has been made to wind it up or a liquidator, provisional liquidator or controller has been appointed to it or any of its assets or a resolution has been passed for it to be wound up;
 - (b) an administrator has been appointed to it;
 - (c) it has entered, or a court has approved the terms of, an assignment, arrangement, compromise or composition with any of its creditors or members;
 - (d) an application has been made by ASIC to deregister or dissolve it;
 - (e) it is insolvent within the meaning of section 95A of the Corporations Act 2001 (as disclosed in its accounts or otherwise); or
 - (f) it is unable to pay its debts as and when they fall due.

“jurisdiction” This *contract* is governed by the law in force in Victoria. *You* and *we* submit to the non-exclusive *jurisdiction* of the courts in that place.

“loan account” means the account or accounts *we* establish in *your* name for the purposes of this *contract*.

“loan account balance” means the difference between all amounts credited and all amounts debited to *your loan account*.

“Loan Schedule” means the document entitled "Loan Schedule".

the **“loan term”** is that stated in the *Loan Schedule*. If the loan term is varied, it will be the term as varied.

“person” *includes* an individual, a firm, a body corporate, an unincorporated association or an authority.

“scheduled balance” means, on any day, the amount which would have been the *daily balance* on that day (as determined by *us*) on the assumption that:

- (i) *you* had paid each repayment under this *contract* and all the amounts payable by *you* under this *contract*, on their respective due dates; and
- (ii) *you* had not repaid any part of the *loan account balance* early.

“security” means each *security interest* described in the *Loan Schedule* under "Security" and any substitute or additional *security interest* given or to be given in connection with this *contract*.

“security interest” means any mortgage, charge, lien, pledge, trust, power or other rights given or to be 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 property” means the property the subject of any *security*.

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

“settlement date” means the date *we* first lend *you* all or any of the *amount of credit*.

“such as” see **“including”**.

“Terms and Conditions” means this document.

“we”, “us”, “our” or similar parts of speech means the credit provider named in the *Loan Schedule*.

“you” or **“your”** means the *person* or *persons* named in the *Loan Schedule* as "Borrower". If there are more than one, **“you”** means each of them separately and every two or more of them jointly, and *includes* successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it;
- **“law”** means common law, principles of equity, and laws made by parliament (laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
- any thing includes the whole and each part of it.

This part of the *Terms and Conditions* booklet only applies to *your* loan if, when *you* sign the *Loan Schedule*, *you* intend to use the credit wholly or predominantly for personal, domestic or household purposes.

FORM 5

(paragraph 16 (1) (b) of the Code regulation 70 of the Regulations)

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

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

The Contract

1 How can I get details of my proposed credit contract?

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:

- 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 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.

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:

- 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 your 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 terminated the contract.

4 Can I pay my credit contract out early?

Yes. Pay your 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 payout figure?

You can write to your 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.

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.

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 your credit provider to charge one) and other fees.

7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

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 by your credit provider.
- 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 the AFCA Scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA Scheme can be contacted at:

GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678
Website: www.afca.org.au
Email: info@afca.org.au

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>.

Insurance

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 can not 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.

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

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 can not 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 can not do with the property.

18 What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may:

- if the mortgaged property is goods – give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19 Can my credit provider take or sell the mortgaged property?

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

20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

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

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

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

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

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

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

24 Can my credit provider take action against me?

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

25 Do I have any other rights and obligations?

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

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

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

**GPO BOX 3
MELBOURNE VIC 3001
PHONE: 1800 931 678
WEBSITE: www.afca.org.au
EMAIL: info@afca.org.au**

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

