

# HomeLend™

## Line of Credit (Regulated) Home Loan Booklet

### **National Mortgage Market Corporation**

SUBSIDIARY OF BENDIGO AND ADELAIDE BANK LIMITED

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**BENDIGO AND ADELAIDE BANK GROUP**



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## **Sandhurst Trustees Limited**

ABN 16 004 030 737

Australian Credit Licence 237906

## **HomeLend™ Line of Credit Loan (Regulated) Standard Terms and Conditions**

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## HomeLend™ Line of Credit Loan (Regulated)

### Standard Terms and Conditions

This document does not contain all of the *contract* terms or all of the information we must give to *you* before *you* enter into the *contract*. The rest of the *contract* terms and information is in the *Schedule* and the *Electronic Banking Conditions of Use*. *You* should read these *Standard Terms and Conditions*, the *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. The meaning of words printed *like this* and some other key words is explained at the end of these *Standard Terms and Conditions*.

### 1 WHAT WE LEND

1.1 We agree to provide *you* with a *line of credit facility*.

1.2 However we will not provide the *line of credit facility* until we have received:

- each *security* and any documents we require in relation to any *security*; and
- evidence of any insurance we require; and
- any report or valuation we require; and
- any certificate of independent advice from a solicitor we require; and
- any certificate of financial advice from a financial adviser we require; and
- any direct debit authority we require; and
- 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*; and
- any other document or information we require.

1.3 We can end this *contract* if:

- (a) any of the items listed at clause 1.2 above are not satisfactory to *us*; or
- (b) *you* or a *security provider's* financial circumstances have changed since the *disclosure date*; or
- (c) any *security* has been withdrawn or is otherwise ineffective; or
- (d) any information which *you* or a *security provider* gave to *us* or which we have about *you*, a *security provider* or any *security* is not correct or has changed since we obtained it; or

- (e) *you* or a *security provider* is in default under this *contract* or a *security*;  
or
- (f) *you* or a *security provider* is *insolvent*.

1.4 We can debit all or any part of the credit provided under the *line of credit facility* to *your line of credit account*. We can debit it (so that *you* pay interest charges on the amount) on the day we provide *you* the amount (if we provide *you* the amount by posting a bank cheque, this is the day we post that bank cheque). If *our* solicitors provide or are to provide any of the credit to *you* or at *your* request (*such as* on the settlement of a property purchase), the day we provide *you* the amount is the day we provide the funds to *our* solicitors.

1.5 If any of the credit under the *line of credit facility* is to be used to pay out any other account *you* have with *us*, then we will effect the payout by crediting that other account with the amount required to pay it out and, at the same time, debiting that amount to *your line of credit account*.

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*. However if this *contract* is ended before *you* have obtained any of the 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 we debit in respect of any of *our costs* we still have to pay.

## **2 BORROWING METHODS**

2.1 *You* may obtain credit under *your line of credit facility* by:

- (a) requesting *us* to make direct debits to or other payments from *your line of credit account*; or
- (b) accessing Phone Banking or e-banking services provided by Bendigo and Adelaide Bank Limited (to which the *Electronic Banking Conditions of Use* apply); or
- (c) using any card we authorise (to which conditions of use in respect of Bendigo and Adelaide Bank Limited credit cards will apply); or
- (d) any other means we authorise from time to time.

- 2.2 If an authorised card is linked to *your line of credit facility*:
- (a) *you* can obtain credit under *your line of credit facility* via this card by selecting the “Cheque” option and using *your* Personal Identification Number (PIN) at the Point of Sale; or
  - (b) *you* can obtain credit under *your card account facility* via this card by selecting the “Credit” option at the Point of Sale, and then authorising the transaction either by using *your* PIN or by signing the paper record of the transaction.

### **3 PAYABLE ON DEMAND**

We can demand at any time that *you* pay to *us* the *debit balance of your line of credit account* plus any amounts charged, accrued or payable but not yet debited to *your line of credit account* (e.g., if *you* are in default, or *we* reasonably consider it necessary to prevent fraud or other losses to *you* or *us*). If *we* make that demand:

- (a) *your line of credit facility* is cancelled; and
- (b) *you* must immediately pay to *us* the *debit balance of your line of credit account* plus any amounts charged, accrued or payable but not yet debited to *your line of credit account*.

### **4 CREDIT LIMIT**

- 4.1 *You* must keep the *debit balance of your line of credit account* within the *credit limit*.
- 4.2 *We* can change the *credit limit* at any time. If any *law* regulates that change, *we* may only change to the extent permitted by, and subject to, the requirements of that *law*.
- 4.3 Without limiting clause 4.2, *we* may reduce the *credit limit* at any time, whether or not *you* have breached this *contract*. If *we* do so and *you* are not in breach of this *contract*, *we* will tell *you* in writing.
- 4.4 The *credit limit* does not change simply because *we* debit an amount to *your line of credit account* that takes the *debit balance of your line of credit account* over the *credit limit*.

## 5 CANCELLATION OF THE LINE OF CREDIT FACILITY

- 5.1 You can cancel the *line of credit facility* at any time by:
- telling *us* in writing that *you* want to do this; and
  - paying *us* the *debit balance of your line of credit account* plus any amounts charged, accrued or payable but not yet debited to *your line of credit account*.
- 5.2 We can cancel the *line of credit facility* at any time and refuse to provide any further credit to *you* under this *contract* (e.g., if we reasonably consider it necessary to prevent fraud or other losses to *you* or *us*). If we do so, we will notify *you* as soon as possible.
- 5.3 If the *line of credit facility* is cancelled:
- (a) *you* must not attempt to obtain credit under the *line of credit facility*, and
  - (b) *we* may close *your line of credit account*. If *we* choose to close *your line of credit account*, *you* must pay *us* the *debit balance of your line of credit account* plus any amounts charged, accrued or payable but not yet debited to *your line of credit account*.

## 6 JOINT ACCOUNTS

- 6.1 This clause 6 applies if more than one *person* is named in the *Schedule* as “Borrower”.
- 6.2 *Your* liability under these terms and conditions is both joint and several. This means that each of *you* is liable both on *your own* and together for the whole of the *debit balance on your line of credit account*.
- 6.3 Subject to clause 6.4, it is up to all of *you* to specify how many *persons* must sign in order to operate *your line of credit account*. Account operating instructions are part of *your contract* with *us* and may only be altered by written notification to *us*, signed by all of *you*.
- 6.4 Where *you* have chosen to have card access to *your line of credit account*, each of *you* has access to *your line of credit account*. As a signature is not required to access *your line of credit account* via a card, it is not possible for *you* to specify that more than one *person* must sign in order to operate *your line of credit account*. Where *you* have e-banking and Phone Banking access to *your line of credit account*, *you* may specify that more than one *person* must authorise a transaction on *your line of credit account*, however if *you* do so, the Phone Banking access to *your line of credit account* will then become restricted to balance enquiry and account history functions only.

6.5 Despite any instructions *you* may give *us* to the contrary, *we* may insist that *your line of credit account* only be operated on the signatures or authority of all of *you* if:

- one of *you* requests *us* to do so; or
- *we* are notified of any dispute between *you*; or
- *we* are notified of the death or bankruptcy of any of *you*.

6.6 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances of credit, *we* will exercise *our* rights under clause 5.2 to cancel *the line of credit facility*. *We* may also exercise *our* rights under clause 5.3 to close *your line of credit account*. The notifying party will be jointly and severally liable for the *debit balance of your line of credit account* at the time of notification.

6.7 *You* agree that each of *you* may have access to information about the *line of credit account* without the consent of the other joint *loan account* holders.

## **7 INTEREST CHARGES**

7.1 *We* calculate interest charges on a daily basis by applying the applicable *daily percentage rate* to the relevant part of the *daily balance*.

7.2 *We* can debit interest charges to *your line of credit account* monthly in arrears on the first day of each month. *We* can also debit interest charges to *your line of credit account* immediately before *we* make demand under clause 3 or when *we* cancel the *line of credit facility*.

7.3 The amount of interest charges debited to *your line of credit account* will comprise the sum of interest charges calculated for each day in the period commencing on:

- in the case of the first interest charge 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 is debited, the day before that day;
- otherwise, the day on which the interest charge is debited.

- 7.4 We can change each *annual percentage rate* at any time. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*.
- 7.5 You can find out what any current reference rates under this *contract* are by telephoning National Mortgage Market Corporation Pty Ltd Customer Service on 1800 061 091. Any reference rates applicable will be published in The Australian newspaper on the last day of publication each month.
- 7.6 For the purposes of payments under the *contract*, a day ends at 5.00 pm Victorian time.

## **8 FEES AND CHARGES**

- 8.1 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 *Schedule* which are payable as set out in the *Schedule*; 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).
- 8.2 We can debit these fees and charges to *your line of credit account*.
- 8.3 We can debit *government transaction charges* to *your line of credit account* when the receipt or withdrawal to which those charges relate occurs.
- 8.4 We can change the *credit fees and charges*. 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 also change the *contract* to introduce new *credit fees and charges* (see clause 17).

## **9 WHAT YOU OWE US**

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

## 10 STATEMENTS

We will send *you* a statement of account at least once every three months (not always on the same day in each month). However, we need not send *you* a statement of account if:

- no amount was credited or debited to *your line of credit account* during the statement period and the *debit balance of your line of credit account* is less than \$10.00; or
- we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your line of credit account* during the statement period; or
- *you* have been in default under this *contract* for at least three months and we cancelled *your line of credit facility* before the statement period started and have not provided further credit to *you* during the statement period.

*You* can request a statement of account or query a transaction on a statement of account at any time by telephoning National Mortgage Market Corporation Pty Ltd Customer Service on 1800 061 091. A fee may be charged for a replacement statement.

## 11 OVER THE LIMIT PAYMENTS

11.1 If the *debit balance of your line of credit account* exceeds the *credit limit*, *you* must immediately pay the amount by which that balance exceeds the *credit limit*. We do not need to ask *you* for it first.

11.2 We do not treat a payment as made until we credit it to *your line of credit account*.

## 12 APPLICATION OF PAYMENTS

12.1 Payments received by *us* under the *contract* may be applied by *us* to any amounts *you* owe *us* under the *contract* in any order we determine.

12.2 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 think fit.

### **13 INCONSISTENCY**

If there is any conflict or inconsistency between the *Schedule, Standard 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.

### **14 LOAN ACCOUNT COMBINATION**

- 14.1 *We may at any time combine the balances of two or more of your loan accounts even if the loan accounts are in joint names. For example, we may do this if you exceed the credit limit applicable to your line of credit account and the other loan account is in credit. In this situation the credit in one loan account would be used to reduce the debit balance in the other loan account. We will promptly inform you if we combine your loan accounts. We need not notify you in advance.*
- 14.2 *If you are a recipient of Centrelink benefits, we will act in accordance with our obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising our right to combine loan accounts.*

### **15 ENFORCEMENT EXPENSES**

- 15.1 *Enforcement expenses may become payable under the contract or a security (or both) in the event of a breach.*
- 15.2 *You agree to pay us all reasonable enforcement expenses we reasonably incur arising from any breach of this contract or 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 your line of credit account.*

## 16 SECURITY

16.1 If the *security* includes a mortgage:

- *you* must ensure the mortgagor's obligations under the mortgage are performed; and
- any expenses incurred by *us* in preserving or maintaining property subject to that mortgage (*including* insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 15; and
- if the property the subject of that mortgage 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 under clause 15.

If the *security* includes a guarantee, *you* must ensure that the guarantor's obligations under the guarantee are performed.

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

## 17 CHANGES

17.1 *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; and
- 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.

17.2 We will notify *you* when we do any of the following.

- (a) Change any reference rate or any *annual percentage rate* that is not determined by referring to a reference rate that applies to this *contract*. Where 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 7.5, *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 7.5, 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* 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 17.2(a) to 17.2(d)). *We* will do this either in writing to *you* or by newspaper advertisement or both.

17.3 *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*.

## **18 REVIEW**

18.1 *We* can review *your line of credit facility* at any time.

18.2 On a review of *your line of credit facility*, *you* must provide *us* with any documents or information *we* require.

## **19 GENERAL MATTERS**

19.1 *We* may exercise a right or remedy or refuse to give *our* consent in any way *we* consider appropriate *including* by imposing reasonable conditions.

19.2 If *we* do not exercise a right or remedy fully or at a given time, *we* can still exercise it later.

19.3 *Our* rights and remedies under this *contract* are in addition to other rights and remedies provided by *law* independently of it.

19.4 *Our* rights and remedies under this *contract* may be exercised by any of *our* employees or any other *person we* authorise.

19.5 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.

19.6 Information on current interest rates and fees and charges is available on request by contacting *your* Originator or by telephoning National Mortgage Market Corporation Pty Ltd Customer Service on 1800 061 091.

### **Our Certificates**

19.7 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, unless it is proved to be incorrect.

### **Assignment**

19.8 We may assign or otherwise deal with *our* rights under this *contract* in any way we consider appropriate. *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*. *Your* rights are personal to *you* and may not be assigned without *our* written consent.

### **Documents**

19.9 *You* must supply *us* with any information or documents we ask for about *your* financial circumstances.

### **Valuations**

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

### **Blanks**

19.11 *You* agree that we may fill in any blanks in any document related to this *contract* (such as an acknowledgement), in accordance with *your* instructions.

### **Notices, Other Communications and Serving Documents**

19.12 Communications from *us* may be signed by any of *our* employees. If *you* are a company, communications from *you* must be signed by a director.

19.13 Communications for *us* may be:

- (a) given personally to one of *our* employees at or sent by post or facsimile to *our* registered office; or

(b) given by any other means permitted by *law*.

19.14 Communications for *you* may be:

(a) given to *you* personally, or left at:

(i) any address specified by *you*; or

(ii) (if *you* are an individual) *your* residential or business address last known to *us*; or

(iii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or

(b) sent by pre-paid post at any of these places; or

(c) sent by facsimile to *your* residential or business facsimile number last known to *us*; or

(d) given by any other means permitted by *law*.

19.15 The communications take effect from the time they are received unless a later time is specified in them.

If they are sent by post to *your* last known residential or business address, they are taken to be received on the day they would be received in the ordinary course of the post. If they are sent by a facsimile machine which produces a transmission report, they are taken to be received on the date the transmitting machine produces a report indicating the communication was sent to the recipient's facsimile number. If they are given by newspaper advertisements, they are taken to be received on the date they are first published.

### **Consumer Credit Legislation**

19.16 Clauses 19.17 and 19.18 apply to the extent that a National Credit Code applies to this *contract*.

19.17 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.

19.18 If that Code is inconsistent with this *contract*, that Code overrides this *contract* to the extent of the inconsistency.

### **Set-Off**

19.19 *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*.

### **Severance**

19.20 Subject to clauses 19.17 and 19.18, any provision of this *contract* that is illegal, void or unenforceable shall be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this *contract*.

### **Inconsistent Law**

19.21 To the extent allowed by *law* and subject to clauses 19.17, 19.18 and 19.20, this *contract* prevails to the extent it is inconsistent with any *law*.

### **Applicable Law**

19.22 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*.

19.23 *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.

## 20 AUTOMATIC PAYMENTS

20.1 If *you* give *us* authority, *we* can have regular payments made automatically out of *your line of credit account* on pre-set dates, advised by *you*. This type of automatic payment is called a “periodical payment”, “direct debit” or “sweep facility”. The difference between these payment methods is as follows.

- *We* make periodical payments from *your line of credit account* to another account with National Mortgage Market Corporation Pty Ltd or with Bendigo and Adelaide Bank Limited or with another financial institution or to a third party. To do this *we* need *you* to advise *your* instructions in writing to National Mortgage Market Corporation Pty Ltd.
- A company, organisation or fund sends direct debits to *your line of credit account* according to an authority which *you* need to set up through the company, organisation or fund receiving the money, allowing *us* to make these payments.
- A sweep facility allows *us* to transfer payment from *your line of credit account* to an authorised credit card provided/administered by Bendigo and Adelaide Bank Limited.

### Arranging an Automatic Payment

20.2 If the automatic payment is a direct debit, the biller will supply *you* with a Direct Debit Request Service Agreement for *you* to complete and sign to provide them with the authority to take direct debit payments from *your line of credit account*.

20.3 *You* can arrange a periodical payment or sweep facility at any time by contacting National Mortgage Market Corporation Pty Ltd by telephone or mail to provide *your* instructions.

20.4 *You* must give National Mortgage Market Corporation Pty Ltd the information that *we* require to enable *us* to make an automatic payment. This information may *include* the BSB and account numbers, and account name of the accounts from and to which payments are to be made. *You* must check that all information *you* give to National Mortgage Market Corporation Pty Ltd is correct (*including*, but not limited to, the BSB and the account number). *We* do not check, and are not responsible for checking, that any information *you* give to National Mortgage Market Corporation Pty Ltd is correct, including whether the BSB and account numbers correspond to the account name which *you* advise to National Mortgage Market Corporation Pty Ltd. *You* are liable for any payment *we* carry out in accordance with *your* instructions.

## Timing of the Automatic Payment

- 20.5 If the automatic payment is a direct debit, the details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement *your* biller has supplied to *you*.
- 20.6 If the automatic payment is a periodical payment or sweep facility, we will process the payment in accordance with National Mortgage Market Corporation Pty Ltd's agreement with *you* at the time the periodical payment or sweep facility is established.
- 20.7 It is important that the difference between *your line of credit account balance* and *your credit limit* is sufficient to cover automatic payments when they are due. *Your* first automatic payment will occur on the date *you* specify when *you* arrange the automatic payment. If the automatic payment is:
- (a) a periodical payment or a direct debit and the payment date falls on a day other than a *business day*, there must be sufficient credit available on *your line of credit account* by 10.00 am on the previous day; or
  - (b) a sweep facility, we will attempt to draw funds on the payment due date regardless of whether the payment date falls on a day other than a *business day*.
- 20.8 If there is insufficient credit available on *your line of credit account*, any direct debits are returned unpaid (dishonoured) to the originating third party. However, we will attempt to make periodical payments from *your line of credit account* before 8.00 am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, *you* will be notified in writing that no more attempts will be made and *you* should contact National Mortgage Market Corporation Pty Ltd Customer Service on 1800 061 091 immediately and/or make alternative arrangements to effect the payment. A fee will be debited to *your line of credit account* in these circumstances (see clause 8).
- To transfer payment via a sweep facility on the payment due date, only one attempt will be made, and if unsuccessful *you* will be notified in writing that no more attempts will be made and *you* should contact National Mortgage Market Corporation Pty Ltd Customer Service on 1800 061 091 immediately and/or make alternative arrangements to effect the payment. A fee will be debited to *your line of credit account* in these circumstances (see clause 8).
- If there is insufficient credit available on *your line of credit account* on three consecutive payment due dates, the authority is cancelled and *you* will be notified in writing.

20.9 Subject to these conditions, when *you* instruct *us* to make a payment to an account held with another financial institution, *we* will endeavour to make that payment to the BSB number and account number *you* advise to National Mortgage Market Corporation Pty Ltd. If *you* give *us* instructions to make a payment on a *business day* after 10.00 am on that *business day*, *we* may process that payment the following *business day*.

### **Cancellation of Automatic Payment Authorities**

20.10 All future automatic payments can be altered or stopped by *you* at any time by advising National Mortgage Market Corporation Pty Ltd in writing. *We* will take and promptly process *your* instruction to cancel an automatic payment authority. National Mortgage Market Corporation Pty Ltd must receive *your* automatic payment cancellation instructions at least one *business day* prior to the due date of the next payment, otherwise that payment may nevertheless be made. If *you* cancel a direct debit request, *you* must promptly notify the appropriate company, organisation or fund.

20.11 *We* may at *our* absolute discretion cancel an automatic payment authority at any time without notice to *you*, *including* where *we* exercise *our* rights under clauses 5.2 and 5.3 to cancel *your line of credit facility* and/or close *your line of credit account*.

20.12 *We* will notify *you* as soon as possible after *we* cancel an automatic payment authority except if *we* cancel that authority after being advised by the payee that no further payment is required or that *your* account with the payee is closed.

### **Liability**

20.13 To the extent permitted by *law* and subject to any other provisions of these terms and conditions, *we* are not liable for any loss or damage *you* suffer as a result of using the automatic payment facility or of any delay, omission or failure in respect of any payment. Without limitation, this *includes*, if *you* request *us* to make a payment to an account held with another financial institution:

- (a) any delay or failure to make a payment which results from a technical failure in the system *we* use to make a payment from *your line of credit account* to another financial institution; and
- (b) any omission, delay or failure on the part of the other financial institution in processing that payment.

20.14 If we debit or credit *your line of credit account* under an automatic payment authority, we are not acting as *your agent*. We are not liable for any loss or damage to *you* from *us* not acting as *you* require.

## 21 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF)

21.1 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 line of credit 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*.

## 22 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 equates to the amount given in the *Schedule* as the “CREDIT LIMIT”. Where the *contract* makes reference to the advance of the amount of credit, this is to be taken to be a reference to the provision of the *line of credit facility* for the *credit limit* given in the *Schedule*. A reference to a deduction from the amount of credit is to be taken as meaning a debit to the *line of credit account*.

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

“**business day**” means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

“**contract**” means the line of credit contract (as varied from time to time) *you* make or have made with *us*.

It comprises:

- the *Schedule*;
- the *Standard Terms and Conditions*; and
- the *Electronic Banking Conditions of Use*.

“**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 *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*.

“**credit limit**” means the amount *we* determine to be the credit limit from time to time. As at the *disclosure date* it is the amount described as that in the *Schedule*.

“**daily balance**” means:

- for a day on which an interest charge is debited to *your line of credit account* and where the debit made on that day includes the interest charge for that day, the *debit balance of your line of credit account* immediately before the end of that day; and
- for any other day, the *debit balance of your line of credit account* at the end of that day.

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

“**debit balance of your line of credit account**” means the amount by which *your line of credit account balance* is in debit.

“**disclosure date**” is the date described as that in the *Schedule*.

“**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”.

“**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**”, “**include**” 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; or
- (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.

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

**“law”** means common law, principles of equity and laws made by parliament (and *includes* regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them).

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

**“line of credit account balance”** is the difference between all amounts credited and all amounts debited to *your line of credit account*.

**“line of credit facility”** is the credit facility available or to be made available to *you* under this *contract*.

**“loan account”** may refer to *your line of credit account* or to any other HomeLend™ loan account provided to *you* by National Mortgage Market Corporation Pty Ltd, as applicable within the context of the reference.

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

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

**“security”** means each *security interest* described in the *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 provide *you* with all or any part of the credit under the *line of credit facility*.

**“Standard Terms and Conditions”** means this document as varied from time to time.

**“such as”** see **“including”**.

**“we”, “us”** and **“our”** means the entity named in the *Schedule* as the credit provider under this *contract*, and its successors and assigns.

**“you”** and **“your”** means the *person* or *persons* named in the *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.

A reference to:

- (i) a document includes any variation or replacement of it; and
- (ii) any thing includes the whole and each part of it; and
- (iii) the singular includes the plural and vice versa.

This part of the HomeLend™ Line of Credit (Regulated) Home Loan Booklet only applies to *your* loan if, when *you* sign the *Schedule*, *you* intend to use the credit wholly or predominantly for personal, domestic or household purposes.

## **Form 5      Information statement**

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

### **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 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
  - 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 Australian Financial Complaints Authority. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. The Australian Financial Complaints Authority and can be contacted at:

GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto: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 can not afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise you may —

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

OR

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

If your credit provider won't give permission, you can contact the Australian Financial Complaints Authority 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 can not make a repayment?**

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

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

**23 What if my credit provider and I 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 Australian Financial Complaints Authority that your credit provider belongs to. Further details about this scheme are set out below in question 25.

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

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the Australian Financial Complaints Authority 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 YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED AT:**

**GPO BOX 3  
MELBOURNE VIC 3001  
PHONE: 1800 931 678  
WEBSITE: [www.afca.org.au](http://www.afca.org.au)  
EMAIL: [info@afca.org.au](mailto:info@afca.org.au)**

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

# **National Mortgage Market Corporation**

SUBSIDIARY OF BENDIGO AND ADELAIDE BANK LIMITED

**National Mortgage Market Corporation Pty Ltd**  
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(30/07/2020)