

**You won't want  
to miss this.**

Well... that might be stretching it a bit.



**Home loan and mortgage**

**Terms + conditions**

# About this booklet.

You've successfully applied for a home loan. That's sensational! You've also chosen us and we couldn't be more pleased.

We're pretty straight up and we keep things real. We also know you've got better things to do than go through this booklet with a fine-tooth comb and you'd rather be sipping lattés or heading to the footy and we get that. However, it's really important you understand the small print that applies to your home loan. That way there are no surprises.

If you'd like more information on this – or anything else – get in touch with us on **13 15 63**, Monday to Friday 8am–8pm, or Saturday 9am–5pm (AEST/AEDT).

Thanks for banking with us,

**The team @ ME**

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## **Important.**

**We are required to provide you with this information statement if the National Credit Code applies to this loan contract. The information statement does not apply if the purpose of the loan is wholly or predominantly for business purposes or investment purposes other than investment in residential property.**

## **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 pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

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 your credit provider's external dispute resolution scheme. 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 (AFCA) and can be contacted at:

Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au) Website: [afca.org.au](http://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 [asic.gov.au](http://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 their external dispute resolution 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 can not make a repayment?**

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

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

**23. What if my credit provider and I can not agree on a suitable arrangement?**

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out in question 25.

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

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

**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 AFCA AND CAN BE CONTACTED AT –**

Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [afca.org.au](http://afca.org.au)

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

# Home loan – part B.

## **Additional terms and conditions for ME Flexible Home Loans, ME Standard Home Loans and ME Basic Home Loans.**

This **Part B – Additional Terms and Conditions for ME Flexible Home Loans, ME Standard Home Loans and ME Basic Home Loans** sets out additional terms of our offer to enter into a loan contract with you. The terms of the offer and the information required to be given to you before you enter into the contract are set out in two parts:

**Part A – Your Housing Loan Details** contained in our offer letter; and this **Part B – Additional Terms and Conditions for ME Flexible Home Loans, ME Standard Home Loans and ME Basic Home Loans**.

### **Which features are available to me?**

Some of the features described in this document will only apply to your loan if you have a ME Flexible Home Loan or ME Standard Home Loan.

Features which are only available to ME Flexible Home Loan or ME Standard Home Loan customers include the ability to:

- a) Link an offset account to a loan facility;
- b) Fix your interest rate;
- c) Split your loan account; or
- d) Use your loan for construction purposes.

### **Banking Code of Practice**

The relevant provisions of the Banking Code of Practice apply to your home loan and mortgage. A copy of that Code is available on our website, or you can call us and we will send you a hard copy for free. Information about the current fees, charges and interest rate(s) that apply to your loan, at any time, is available from us on request.

## Part B.

### Additional terms and conditions for ME Flexible Home Loans, ME Standard Home Loans and ME Basic Home Loans.

#### Meaning of words.

In this loan contract, unless the context otherwise requires, the following words have special meaning:

**Amount of credit** means the amount specified as the 'Amount of credit' in the financial table and any additional amount of credit we provide to you under this loan contract or any variation to it;

**Annual percentage rate**, in relation to a facility, means the interest rate for that facility referred to in the 'Annual percentage rate' portion of the financial table, as varied from time to time;

**Available funds** at any time means the amount by which the aggregate of your actual payments up to that time exceeds the aggregate of your expected repayments up to that time less all amounts you have redrawn.

**Building work** means any work to be carried out to demolish, remove, construct, complete or alter an improvement on the property;

**Business day** means a weekday except a national public holiday or a public holiday in Victoria;

**Credit fees and charges** means fees and charges payable under this loan contract but does not include:

- interest charges (including default charges);
- government charges and duties on receipts or withdrawals; or
- enforcement expenses;

**Credit legislation** means the National Consumer Credit Protection Act 2009 (Cth) (incorporating the National Credit Code) including any amendments to or regulations under such legislation;

**Daily facility balance** means the facility balance at the end of a day;

**Default amount** means the amount of any payment due under this loan contract and remaining unpaid after the date on which you are required to pay it;

**Default interest rate** means the applicable current annual percentage rate plus 2% per annum;

**Facility** means a credit facility established under your loan contract and described in the financial table;

**Facility balance** means that portion of your loan balance attributable to a facility;

**Financial table** means Section 1 of Part A;

**First repayment date** means the date on which your first repayment is due as detailed in your Part A;

**Fixed interest rate facility** means a facility which is currently subject to a fixed interest rate period;

**Fixed interest rate period** means:

- the fixed interest rate period, if any, set out for a facility in the financial table; or
- any period agreed to between you and us during which a fixed interest rate will apply to a facility;

**Guarantee** means any guarantee and indemnity required by Section 3 of Part A;

**Guarantor** means the person or persons (if any) specified in Section 3 of Part A that must provide the guarantee and any other person who at any time guarantees repayment by you of the loan balance. If more than one person gives the guarantee, guarantor means each of those persons separately and all of them as a group;

**Initial advance** means the first drawdown of funds if we have agreed to allow you to draw the amount of credit over a period of time.

**Interest debit date** for a repayment period is the date interest charges are to be debited to your loan account for the repayment period being:

- the first day of the next repayment period (if any); and
- the maturity date or any other date you pay the loan balance in full;

**Interest only period** means a period during which your repayments cover accrued interest, but do not include any amount to repay the amount of credit and is:

- the interest only period, if any, set out for a facility in the financial table; or
- any period agreed to between you and us as the interest only period;

**Lender's mortgage insurance** is insurance taken out by us to protect us against losses which we may suffer if you do not repay your loan. It is not a policy which protects you, and if the insurer pays us, the insurer may have rights to recover from you the amount of any claim paid;

**Linked facility** means the facility linked to an offset account as specified in the financial table or as otherwise agreed by us;

**Loan account** means the account or accounts we open in your name on our books and records for the purposes of the facility or facilities established under this loan contract;

**Loan balance** means at any time the difference between all amounts debited and all amounts credited to your loan account up to that time;

**Loan contract or credit contract** means the agreement between you and us and which consists of:

- Part A – Your Housing Loan Details; and
- this document;

as may be varied from time to time;



**Loan to valuation ratio or LVR** means the amount of credit divided by the property value;

**Maturity date** means the day the final repayment is due;

**ME** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616 ('us', 'we' and 'our' has a corresponding meaning);

**Mortgage** means a first priority registered or registrable mortgage or mortgages over the property executed in our favour by you and/or any other person who is or will be registered as the proprietor of the property;

**Mortgagor** means the person or persons who are or will be registered as the owner of the property and will grant the mortgage;

**Offer letter** means our letter to you containing Part A and enclosing Part B;

**Offset account** means a ME Everyday Transaction Account or other eligible ME savings or transaction account which can be linked to a facility. An offset account linked to a facility will be the account specified in the offer letter or as otherwise agreed by us;

**Part A** means Part A – Your Housing Loan Details contained in the offer letter;

**Part B** means this document;

**Property** means the property or properties to be mortgaged to us specified in Section 3 of Part A, or any other property we agree with you is to be security for amounts owing under this loan contract;

**Property value** means, for each property:

- where the property is being purchased, the lesser of the purchase price of the property or the amount our valuer attributes to the property; and
- otherwise (for example, for a refinancing) the amount our valuer attributes to the property;

**Redraw facility** means the facility described in Section 4 for you to request a redrawing of your available funds;

**Repayment** means each amount you are required to pay us specified in the 'Repayment' portion of the financial table, as such amounts may be varied from time to time under clause 11.4 or by agreement between you and us;

**Repayment date** means the date on which repayments are due under this loan contract and:

- if your repayments are monthly, is the first repayment date and the corresponding day of each succeeding month during the term, provided that if there is no corresponding day in a particular month, the repayment date for such month will be the last day of such month;

- if your repayments are fortnightly, is the first repayment date and each fourteenth day after that; and
- if your repayments are weekly, is the first repayment date and each seventh day after that;

as such repayment dates may be changed under clause 11.4 or by mutual agreement between you and us;

**Repayment period** means the length of time between repayments (i.e. one week, a fortnight or a month, as the case may be);

**Settlement date** means the date we first provide funds to you and **settlement** has a corresponding meaning;

**Split loan** means that there are two or more facilities under your loan contract;

**Term** means a period beginning on the settlement date and continuing for the period referred to in the 'Repayments' portion of the financial table;

**Trust**, if you enter into this loan contract as a trustee of a trust, means the trust for which you act as trustee;

**Trust beneficiary** means any present or future beneficiary of the trust;

**Trust constitution** means the constitution or trust deed or other constituent document in respect of the trust;

**Trust property** means all the present and future rights, undertaking and property comprising the trust fund of a trust;

**Trustee's indemnity** means, if you enter into this loan contract as a trustee of a trust, your present and future interest in respect of:

- the administration of the trust;
- the right of indemnity from the trust property or from any trust beneficiary; and
- your equitable lien as trustee,

and all moneys paid or payable under or in respect of such interest;

**Variable interest rate facility** means a facility which is currently subject to a variable interest rate;

**We** means the person referred to as the 'credit provider' in Section 2 of Part A. 'Us', 'our' and similar parts of speech have corresponding meanings;

**You** means the person or persons referred to as the 'borrower' in Section 2 of Part A. If there is more than one person specified, 'you' means each of those persons separately and all of them as a group. '**Your**' and similar parts of speech have corresponding meanings;

**Your nominated account** means the account you nominate in writing to us for purposes of repayment to us by direct debit for a particular facility; and

**Your state or territory** means the state or territory in which you reside at the time this loan contract is entered into.

## Section 1 – terms of offer.

We are only obliged to provide you with the amount of credit if the following conditions are satisfied:

- a) you have accepted our offer to provide funds to you;
- b) you have paid us or made arrangements satisfactory with us for payment of all the credit fees and charges that we require you to pay;
- c) a mortgage has been signed, delivered and will be first ranking upon registration or in the case of a further advance, will continue to be first ranking;
- d) if you are entering into this loan contract as the trustee of a trust, we are satisfied of the following matters:
  - that you (in your capacity as trustee of the trust) have the power to enter into, and perform the obligations under, this loan contract;
  - that all authorisations and consents necessary for you (in your capacity as trustee of the trust) to enter into, and perform the obligations under, this loan contract have been obtained; and
  - any other matter relating to the trust which we reasonably require to be satisfied about in order to protect our interests under this loan contract and the mortgage;
- e) if a guarantee is to be provided, the guarantee has been signed and delivered in an agreed form, and the guarantor has not withdrawn from the guarantee and in the case of any increase in liabilities, the guarantor has acknowledged that the guarantee and any mortgage given by the guarantor applies to the increased liabilities;
- f) we are satisfied the property meets our underwriting standards (including loan to valuation ratios) and in the case where we require lender's mortgage insurance to be taken out, meets the standards of our mortgage insurer;
- g) we have received satisfactory evidence the property is insured as required by the mortgage;
- h) where the purpose of the loan is to purchase the property, you have provided to us a legible copy of your contract of sale and any vendor's statement;
- i) there have been no covenants or other encumbrances registered over the security property, since we approved the facility, which may affect our rights as the credit provider or mortgagee;
- j) we have received a direct debit authority form acceptable to us (or we have agreed to accept a different method of repayment);
- k) no default has occurred under this loan contract or the mortgage;
- l) you and any guarantor have signed any authorisation or declaration we reasonably require as part of the application process;
- m) any other special conditions set out in the loan contract have been met;
- n) the purpose of the loan as advised by you to us has not changed; and
- o) where the purpose of the loan is to finance building work:
  - you have given us a complete copy of the building contract you have entered into, and the terms of that contract are satisfactory to us (acting reasonably);
  - you have given us the plans, specifications, appropriate authorisations and approvals in respect of the building work and we have approved such plans, specifications, authorisations and approvals;
  - you have given us evidence of the builder's insurance and the building work is covered by any housing guarantee available in your state or territory;
  - we are satisfied that the total of the amount of credit and other funds you have available to you is sufficient to complete the building work, (including all other costs associated with the building work and the settlement; and
  - you have satisfied any other reasonable conditions with respect to the building work we have notified to you prior to settlement.

### 1.1 General interpretation.

In this loan contract:

- a) the singular includes the plural and vice versa;
- b) references to a document or agreement include all variations, novations or replacements to it;
- c) a reference to a clause or a section is (unless otherwise indicated) a reference to a clause or a section of this Part B;
- d) references to any person (including you, us) include the person and the successors in title, transferees or executors of the person; and
- e) the use of the words 'including' and 'include' in a clause as an introduction to a list of things does not limit the clause to that list or to things of a similar type.

## Section 2 – assumptions made when making this offer.

In calculating the repayment amounts and the total interest charges set out in the financial table:

- we assume settlement occurs on the disclosure date;
- we assume the amount specified in the financial table is drawn on the settlement date;

- we use the current annual percentage rate or rates shown in the financial table and assume the rate or rates remain unchanged through the term of the loan or in the case of fixed rates, the variable rate which applies after the fixed rate period is as stated in the financial table and does not change;
- we assume all repayments are made on the applicable repayment date even if it is not a business day and there are no prepayments; and
- we do not take into account credit fees and charges.

The actual repayment amounts and total interest charges may differ from the amounts stated in the financial table.

## Section 3 – when you may borrow the amount of credit.

### 3.1 Drawdown.

We will require five business days' notice to arrange for the amount of credit (or the initial advance) to be made available to you or your agent(s).

The amount of credit (or the initial advance) is to be drawn down within 90 days after the date of this loan contract, or for construction loans, 150 days from the date of this loan contract, or such later date as we may agree. If you do not draw down the amount of credit within this period (or any longer period we agree to), we may ask you to draw down the amount of credit within a grace period we specify. If you do not draw down the amount of credit within the grace period we specify, then:

#### No draw down

- a) if no part of the amount of credit has been drawn down:
- we will terminate this loan contract;
  - we're not required to lend you any amount; and
  - you will have to pay any fees or expenses we've incurred, such as loan application fees, valuations or documentation expenses.

#### Partial draw down

- b) if part of the amount of credit has been drawn down:
- we don't have to advance any more of the amount of credit (although we can choose to do so); and
  - you will have to repay the amount you've drawn down in advance with the terms of this loan contract.

### 3.2 How you may borrow the amount of credit.

Unless we otherwise agree, you may only borrow the amount of credit in a single borrowing.

### 3.3 Construction loans.

**This feature is only available under a Flexible Home Loan or Standard Home Loan.**

If the loan is to be used in whole or in part to carry out building work, and we have agreed to allow you to draw the funds over a period of time, you may borrow the amount of credit by requesting specific amounts, subject to our being reasonably satisfied on each day an amount is requested that:

- a) the building work is proceeding on schedule and will be completed no later than eight months from the settlement date (or such other time period as we may agree);
- b) the total amount necessary to complete the building work, including all other remaining costs relating to the building work, does not exceed the amount of credit not yet drawn and other funds you have available to you;
- c) the conditions set out in Section 1 continue to be satisfied;
- d) for the final drawing, all building and occupancy certificates have been obtained;
- e) the drawing is requested no later than 30 days after the building work is completed; and
- f) all the other requirements we have notified to you have been met.

## Section 4 – redraw facility.

### 4.1 Request for redraw.

You cannot redraw part or all of your available funds during your fixed interest rate period.

If you have a variable interest rate facility, you may request from time to time to redraw all or part of your available funds from the variable rate facility. You can only redraw all or part of your available funds if:

- a) the amount requested is not greater than your available funds;
- b) you are not in default under this loan contract or the mortgage;
- c) no guarantor has withdrawn from the guarantee;
- d) we have no reasonable suspicions that you or someone acting on your behalf is being fraudulent;
- e) the drawing is not made in connection with a business in which you are involved;
- f) the drawing would not cause loss to you or us;
- g) we have no reasonable suspicions that your loan account is being used to further a crime;
- h) the drawing would not be in breach of any provision of law;
- i) your financial situation has not significantly changed since the settlement date;
- j) we do not reasonably consider the transaction to involve any impropriety or misuse of a service;

- k) we do not reasonably consider the transaction to be suspicious; and
- l) clause 4.4 does not apply.

#### **4.2 How you may redraw from your loan account.**

You may redraw available funds by:

- a) instructing us by telephone to transfer your funds to your nominated account or to any other account chosen by you and which is acceptable to us;
- b) instructing us by internet banking to transfer funds to your nominated account or to any other account chosen by you and which is acceptable to us; and
- c) any other method agreed between us, such as by bank cheque.

We may acting reasonably impose a minimum redraw amount on redraws of available funds from your facility(ies), from time to time.

#### **4.3 If there's more than one of you**

If there is more than one of you, any one of you can redraw any amount available for redraw. If we allow the redraw we don't need to consult any other of you, unless the account can only be operated jointly, as provided in clause 17.14.

#### **4.4 Our obligation to fund redraws.**

We may assign our rights under your loan contract to a trust in accordance with clause 17.15. If we do this and the trust does not have sufficient funds available to it which may be used to meet redraws the trustee of the trust may decide not to pay to you all of the amount requested. In making this decision as to whether there are available funds and to pay your redrawing:

- a) the trustee of the trust will have regard to all of the trust's outstanding requests for redrawing of loans;
- b) the trustee of the trust may decide to pay or not pay any outstanding request in making the determination; and
- c) will take into account any drawings received from the trust under any facility made available to the trust for the purpose of funding redraws of loans and which can be used to fund all outstanding redraws.

### **Section 5 – interest charges.**

#### **5.1 Calculation of interest charges.**

Subject to clause 5.2, you are required to pay interest on the loan balance from the first day funds are drawn down on the following basis:

- a) the interest rate which applies to each facility balance is the current annual percentage rate for that facility;
- b) the daily percentage rate for a facility balance is the current annual percentage rate for that facility divided by 365;

- c) interest charges are calculated on a daily basis by applying to the daily facility balance the applicable current daily percentage rate; and
- d) interest charged for your loan contract is calculated by adding together the interest charged for each facility.

#### **5.2 Default interest rate.**

If you do not pay us a repayment due under this loan contract on or before the date on which you are required to:

- a) the interest rate which applies to the default amount is the current default interest rate;
- b) the daily percentage rate for default interest is the current default interest rate divided by 365;
- c) interest charges on the default amount are calculated on a daily basis by applying the current daily percentage rate for default interest to the default amount until you actually pay it; and
- d) interest charges on the remainder of the loan balance are calculated in accordance with paragraphs (a) to (d) (inclusive) of clause 5.1.

#### **5.3 Calculation of interest offset amount.**

**This feature is only available under a Flexible Home Loan or Standard Home Loan.**

For the purposes of clause 5.4, we calculate the interest offset amount for a day by multiplying:

- the credit balance of the offset account on the day (except to the extent that the credit balance of the offset account is greater than the amount of the daily facility balance of the linked facility); by
- the daily percentage rate (which is the current annual percentage rate for your linked facility divided by 365).

#### **5.4 Interest offset on your linked facility.**

**This feature is only available under a Flexible Home Loan or Standard Home Loan.**

An offset account may only be linked to a facility if:

- you have a variable interest rate facility; and
- your offset account is opened in the same name and capacity, or if there is more than one borrower, in the same names and capacities.

If you have a split loan, your offset account can only be linked to one variable interest rate facility under your loan contract.

If you have linked an offset account to a facility, interest charges on your linked facility (calculated in accordance with clause 5.1) will be reduced each day by the interest offset amount (calculated in accordance with clause 5.3).

You can cancel the linking of an offset account to a facility at any time by contacting us.

#### **5.5 Termination of offset arrangement.**

Your offset account will no longer be linked to your loan and offset benefits will no longer apply if:

- you request the closure of your offset account
- we close your offset account in accordance with its terms and conditions
- you request that your offset account no longer be linked to your loan
- you repay your loan in full and close your loan account
- your loan becomes ineligible for an offset arrangement, for example:
  - you switch to another loan type
  - you fix the interest rate on your linked loan facility
- you ask us to calculate a payout figure for the purposes of a full discharge of your loan.

### 5.6 Debiting of interest.

Interest charges are debited to your loan account on each interest debit date.

## Section 6 – your repayments.

### 6.1 Repayments.

You are required to repay the amount of credit and to pay interest debited to your account by making each repayment by its repayment date. A repayment will not be treated as being made until the date it is received in cleared funds.

### 6.2 Non business days.

If your repayment date falls on a day which is not a business day and the account from which you make repayments is:

- a ME account – we will process the repayment on that day; or
- a non-ME account – we will process the repayment on the next business day,

and in each case such repayment will be taken to be paid on the repayment due date.

### 6.3 Repayment on the maturity date.

On the maturity date, you must pay us:

- a) the entire remaining loan balance;
- b) any interest accrued on the loan balance but not yet debited to your loan account; and
- c) any fees and charges or enforcement expenses payable on or before the maturity date but not yet debited to your loan account.

### 6.4 How you make repayments.

- a) Unless we otherwise agree with you, you are to pay all repayments and other amounts you owe us under this loan contract by direct debit from your nominated account.
- b) If you wish to make an early repayment of all or part of the loan balance, you may pay such amount by:
  - a) bank cheque delivered to:
    - ME
    - GPO Box 1345
    - Melbourne VIC 3001
 or to any other address we notify you of;
  - direct debit from your nominated account;
  - direct credit into your loan account(s); or
  - in the manner agreed.

- bank cheque delivered to:

ME  
GPO Box 1345  
Melbourne VIC 3001

or to any other address we notify you of;

- direct debit from your nominated account;
  - direct credit into your loan account(s); or
  - in the manner agreed.
- If you have a split loan and you are repaying part (but not all) of the loan balance early, you must tell us how you want the early repayment applied to the facility(ies) (ie how much to each facility). If you do not tell us, we will apply the early repayment to any variable interest rate facility or, if there are more than one variable interest rate facilities, to the facility we choose.

- c) You must pay all repayments and other amounts you owe us under this loan contract in Australian dollars and without any deduction, set-off, counterclaim or condition.

By entering into this loan contract, you expressly waive any rights you may have to set-off any amounts which you may owe us against any amounts which we may owe you, whether under this loan contract or otherwise under any other agreement or arrangement between us.

### 6.5 Changes to repayments.

We may, from time to time vary the amount of your repayments without obtaining your agreement (for example, if an annual percentage rate changes).

We will give you notice in accordance with clause 11.4 of any such change.

### 6.6 Early repayment.

You may repay all or part of the loan balance at any time.

If you repay the entire remaining loan balance in full, you must also pay us any accrued interest, enforcement expenses and fees and charges not yet debited to your loan account.

### 6.7 Interest only period.

You may:

- a) ask to make interest only repayments for an interest only period; and
- b) during an interest only period, ask to make interest only repayments for a further interest only period.

We may agree to any such request in our absolute discretion.

If we decline your request, you must make principal and interest repayments.

### 6.8 Repayment holiday.

You can ask to suspend or reduce your repayments under the loan contract for a specified period of time and to set off each loan repayment as it falls due against your available funds if:

- a) your loan account has available funds sufficient to cover the suspension or reduction;
- b) you are not in default under the loan contract;
- c) any additional funds advanced to you within the preceding 12 months have not been, and will not be, used to increase your available funds to cover the requested suspension or reduction of repayments during the repayment holiday; and
- d) you meet any other conditions which we may specify from time to time.

If you make such a request, we may either:

- a) agree to the request; or
- b) decide not to permit the suspension or reduction of your repayments.

You are not eligible for a repayment holiday when a fixed interest rate applies (see Section 7).

If we agree to your request, during the period your repayments are suspended or reduced:

- a) we will set off each loan repayment as it falls due against your available funds;
- b) your available balance will reduce by the loan repayment amount we set off as it falls due; and
- c) if you redraw funds, you must ensure that the remaining available funds are sufficient to enable us to set off your required loan repayments against your available balance.

If you do not have sufficient available funds to enable us to set off your loan repayments as it falls due against your available funds during a repayment holiday, your repayment holiday will automatically end and you will need to make regular repayments in accordance with Section 6.

## 6.9 Overpayments

You cannot overpay your loan account by more than your loan balance and any accrued interest, enforcement expenses and fees and charges not yet debited to your loan account. Any overpayments on your loan account in excess of these amounts will be refunded to you. We may do this by:

- a) electronic funds transfer to your nominated account;
- b) sending a bank cheque to your last known address; or
- c) any other manner agreed by us.

## Section 7 – special terms that apply to fixed interest rate periods.

**This feature is only available under a Flexible Home Loan or Standard Home Loan.**

### 7.1 Request for a fixed interest rate period or further fixed interest rate period.

If we are offering fixed interest rate periods at the time of your request and if we agree, you may request us to fix the interest rate for a fixed

interest rate period. If you ask to fix your interest rate, you must tell us the length of fixed interest rate period.

Prior to the end of a fixed interest rate period, if we are offering fixed interest rate periods at the time of your request and if we agree you may request us to fix the interest rate for a further fixed interest rate period commencing when the existing fixed interest rate period ends.

If the interest rate is not fixed for a further fixed interest rate period, a variable interest rate will apply commencing at the end of the fixed interest rate period. We will notify you of the variable rate prior to the end date.

### 7.2 Prepayment limit – agreed prepayment limit.

During a fixed interest rate period in relation to an existing fixed interest rate facility, you may prepay up to a limit of \$30,000 for each fixed interest rate period without incurring a prepayment fee under clause 7.4. Unless we agree otherwise, the agreed prepayment limit under this clause 7.2 will only apply to one fixed interest rate facility at a time.

### 7.3 Prepayment limit – prepayments above the agreed prepayment limit during fixed interest rate periods.

For any prepayment exceeding the prepayment limit specified in clause 7.2, you will need to contact us to organise prepayment in a way that we agree. If we agree to such prepayment, you may incur an early repayment fee under clause 7.4.

If we decline your request and you prepay an amount above the prepayment limit, we will return that amount to you within 10 business days. We do not pay interest on this amount.

### 7.4 Prepayment fee – fixed interest rate periods.

Subject to clause 7.2, if during a fixed interest rate period:

- a) you prepay your fixed interest rate facility in whole or in part;
- b) at your request, the interest rate is changed to a variable interest rate;
- c) at your request, the existing fixed interest rate period is ended and a new fixed interest rate period begins;
- d) at your request, a fixed interest rate facility is ended;
- e) at your request, we make an additional advance to you or agree to a change in your repayment; or
- f) you are in default under this loan contract and any part of the facility balance is repaid early (for example, through enforcement of the mortgage);

and we incur a loss due to the early repayment during a fixed interest rate period, you must pay us the prepayment fee referred to in the financial table.

## Section 8 – application of payments.

### 8.1 Order of application.

Repayments received by us under this loan contract may be applied to any amounts you owe us (and to any facility) under this loan contract in any order. If the law requires us to pay the money in a particular way, then we will do so.

## Section 9 – your loan account.

### 9.1 Statements.

We will provide you with statements of account every six months. You can ask us to provide statements of account to you more frequently (for example, quarterly). If you are in default and we have commenced enforcement proceedings against you we will give you a statement of account or an alternative (for example, a transaction history) if you ask for it.

### 9.2 Effective date of transactions.

For the purposes of this loan contract, a debit or credit to your loan account is taken to have been made, and has effect, on the date we assign to the debit or credit, which may be different to the date we process it.

### 9.3 Adjustments.

We may debit or credit to your loan account adjustments to transactions previously made (for example because of an error, because a cheque is dishonoured or because a transaction was not recognised in a daily facility balance for the purposes of interest calculations). If we do this, we may make consequential changes (including to interest charges).

### 9.4 Requesting to split or combine your loan facilities.

**This feature is only available under a Flexible Home Loan or Standard Home Loan.**

You may request us to split a loan facility into two or more facilities, or to combine two or more facilities into one loan facility.

## Section 10 – security.

### 10.1 Secured agreement.

This loan contract is a secured agreement for the purposes of the mortgage. This means that the mortgage will be security for all amounts you owe us under this loan contract.

### 10.2 Compliance with mortgage.

From settlement, you must ensure that you, and any other mortgagors, comply with all the terms of the mortgage.

## Section 11 – changes.

### 11.1 Changes to the loan contract by us

We may make changes to this loan contract at any time and without your consent as set out in this

Section 11. We will tell you about any such changes in accordance with this Section.

### 11.2 Changes to the annual percentage rate(s)

If a variable interest rate applies to your facility, we may change the annual percentage rate(s) applying to your facility. However we can't change the annual percentage rate(s) during a fixed interest rate period.

If the change increases your obligations, we'll give you notice of the change on or before the day it takes effect, either by:

- giving you written notice; or
- publishing a notice in a way permitted by the National Credit Code (e.g. in a newspaper which circulates nationally).

If we give you notice by publishing it, we'll also give you details of the change before or when your next loan account statement is given to you.

We may also change:

- any margin that applies to your facility (except during a period in which we've agreed to fix the margin); and
- the default interest rate.

If the change reduces your obligations or extends the time for payment, we'll give you details of the change before or when we give you your next loan account statement. Otherwise, we'll give you written notice of the change at least 30 days before it takes effect.

### 11.3 Changes to how we calculate or debit interest

We may change how we calculate interest or how often we debit it to your loan account.

If the change increases your obligations, we'll give you written notice at least 30 days before it takes effect.

### 11.4 Changes to repayments

We can change these aspects of your repayments:

- the amount;
- the frequency;
- when you must pay them; and
- how we calculate them.

If we make any of these changes and the change reduces your obligations or extends the time to pay, we'll give you details of the change before or when we give you your next loan account statement.

Otherwise, we'll give you written notice of the change at least 20 days before it takes effect.

### 11.5 Changes to credit fees and charges

We may change these aspects of our credit fees and charges:

- the amount you have to pay; and
- when or how often you have to pay a credit fee or charge

and we can also introduce new fees and charges.

However, during a fixed interest rate period we can't make any change that would increase any credit fee or charge you have to pay if you end this loan contract early or prepay any amount.

If we make any of these changes and the change reduces your obligations or extends the time for payment, we'll give you details of the change before or when we give you your next loan account statement.

Otherwise, we'll give you notice of the change at least 30 days before it takes effect, either by:

- a) giving you written notice, or
- b) publishing a notice in a way permitted by the National Credit Code (e.g. in a newspaper which circulates nationally).

If we give you notice by publishing it, we'll also give you details of the change before or when we give you your next loan account statement.

If there is a change to a government charge that you must pay, or a new one is introduced, we'll notify you reasonably promptly after the government tells us, unless they publicise it themselves.

### **11.6 Other changes to this loan contract**

We can make the following changes to any other term of this loan contract:

- a) changes to comply with, or reduce the risk of non-compliance with, any laws, codes of practice, or regulatory guidance;
- b) changes to comply with a decision, recommendation or guidance of a Court, ombudsman, regulator or other similar body;
- c) changes to reflect a change in our systems or business procedures;
- d) changes to enhance the security of your loan account;
- e) changes to simplify this loan contract;
- f) changes that are administrative, or to correct a mistake or omission;
- g) changes to, or as part of a process to, enable us to move you from a loan product that has been, or is to be, discontinued to another loan product;
- h) changes to, or as part of a process to, migrate your loan account to a new system;
- i) changes to reflect amendments or improvements to the features of your loan account or how it operates;
- j) changes to the ways you can access your loan account;
- k) changes that we reasonably believe are beneficial to you;
- l) changes that in our reasonable opinion are necessary in order to manage a material compliance, prudential or operational risk; and
- m) any other changes that are reasonably necessary to protect our legitimate business interests.

If we make any of these changes and the change reduces your obligations or extends the time for payment, we'll give you details of the change before or when we give you your next loan account statement. Otherwise, we'll give you notice of the change at least 30 days before it takes effect.

### **11.7 Giving you written notice of changes**

When we have to give you written notice of a change, we can do this in any of the ways described in clause 17.2.

### **11.8 Changes by agreement between us**

You can also request us to make changes to this agreement. If you do, we will only be bound by them if we agree to them in writing.

## **Section 12 – things you tell us.**

### **12.1 Our reliance on the things you tell us.**

In making this offer to enter into a loan contract, we have relied, and will rely, on the statements you make in clause 12.2.

### **12.2 Things you tell us.**

You make the following statements:

- a) you have read and understood the nature and effect of the loan contract (including both Parts A and B);
- b) you understand the legal consequences of any default or breach by any party under the loan contract and under the security (including the mortgage) to be taken for the amounts owing under the loan contract;
- c) you have accepted the loan contract freely and voluntarily;
- d) you have been advised to take independent legal advice before signing this loan contract and you have had an opportunity to do so;
- e) all information you have given us about yourself and the property was true when you gave it to us;
- f) nothing has happened since you gave us any information about yourself or the property which makes that information untrue or misleading;
- g) there is no information about yourself or the property which you have not given us which might reasonably be expected to have caused us not to enter into this loan contract; and
- h) all statements you make to us in this loan contract, or which we have relied upon when we offered to enter into this loan contract, are true and not misleading because of something you did not tell us.

### **12.3 You must tell us if anything changes.**

You must tell us immediately if:

- a) there is a change in your personal circumstances or in your financial condition from those which you have told us about in clause 12.2;
- b) anything happens which makes any of the statements made by you in clause 12.2 untrue or misleading;



- c) you change your nominated account or it is closed; or
- d) the loan purpose is to carry out building work and there is any change in the building contract or building works are suspended due to any party's default.

## **Section 13 – things you must do.**

### **13.1 General.**

You must inform us immediately if any of the events referred to in clause 14.1 happens.

## **Section 14 – default.**

### **14.1 When you are in default**

A default occurs if a monetary default occurs or a non-monetary default occurs.

#### **Monetary Defaults**

A monetary default occurs if you don't pay any amount required under this loan contract or a mortgage given in relation to this loan contract when it's due.

#### **Non-monetary defaults**

A non-monetary default occurs if:

- a) you or a guarantor becomes insolvent;
- b) another creditor takes enforcement proceedings against you or a guarantor (or your or their assets);
- c) early repayment is required under another arrangement you or a guarantor has with us, or we take default-based action against you or a guarantor because of a default of a type described in this clause 14.1;
- d) we believe on reasonable grounds that you or a guarantor hasn't complied with the law or any requirement of a statutory authority that relates to this loan contract or a property, or it becomes unlawful for you or us to continue with this loan contract;
- e) you or a guarantor gives us information or makes a representation or warranty to us in relation to this loan contract or any guarantee relating to it which is materially incorrect or misleading (including by omission) and which has given rise to, or is likely to give rise to, a material increase to our risk in relation to the facility;
- f) you use the facility for a purpose we haven't approved;
- g) you or a guarantor deals with, or try to deal with, any property in breach of this loan contract, a mortgage or any other agreement with us, without our consent;
- h) you or a guarantor don't give us financial information required by this loan contract;
- i) you don't maintain any insurance this loan contract requires;
- j) If the facility is provided for business purposes:

- you or a guarantor don't maintain a licence or permit necessary to conduct your business;; or
  - the legal or beneficial ownership, or management or control of you or a guarantor (or your or their business) changes without our consent; or
- k) the status, capacity or composition of you or a guarantor changes without our consent (e.g. if you are a partnership and it is dissolved, or you are a trustee and there is a change in trustee or the trust ends); or
  - l) if you have a construction facility, you breach any of the terms of this loan contract relating to construction facilities.

### **14.2 What happens when you are in default**

#### **a) Before we act**

We will only act on a non-monetary default if it is material or we reasonably consider it has or will have a material impact on:

- Your ability or a guarantor's ability to meet your or their financial obligations to us (or our ability to assess these)
- our security risk (or our ability to assess it), or
- our legal or reputation risk if the default is of a type referred to in subparagraphs d), e) or f) under 'Non-monetary defaults' in clause 14.1.

#### **b) When we act**

If we decide to act and the NCC applies to this agreement, we will give you a default notice unless:

- we reasonably believe that we were induced by fraud to enter into this agreement
- we have made reasonable attempts to locate you, without success,
- a Court authorises us to begin enforcement proceedings, or
- we reasonably believe that urgent action is necessary to protect a security property.

The default notice will specify the default, include any other information required by the NCC, and give you at least 30 days to fix the default (if it can be fixed).

#### **c) If you don't fix the default**

If you don't or can't fix the default, then at the end of the period specified in any default notice we've given you we can immediately:

- stop you from accessing any undrawn part of the amount of credit (including by allowing you to access any redraw facility, if applicable)
- require payment of all amounts owing under this loan contract (including the total amount owing)
- take legal action (such as sue you for the unpaid amounts or take any enforcement proceedings)

- enforce any mortgage (including taking possession of the property)
- exercise any other legal rights we may have.

## Section 15 – fees and charges.

### 15.1 Fees and charges payable.

You must pay us:

- a) the credit fees and charges referred to in the financial table, as varied under clause 11.5;
- b) any new credit fees and charges we notify you of under clause 11.5; and
- c) if we notify you, any government charges and duties on amounts received from you or credited to your loan account whether or not you are primarily liable for them.

### 15.2 When fees and charges are payable.

If any fee or charge is payable under this loan contract, we may either:

- a) debit the fee or charge to your loan account; or
- b) require you to pay us the fee or charge upon demand.

### 15.3 Government charges.

We can debit government charges and duties provided for in clause 15.1(c), to your loan account at any time an amount is received from you or credited to your loan account.

### 15.4 Up front rate lock fee.

If you have entered into a rate lock agreement with us, that agreement forms part of this loan contract and you are required to pay a rate lock fee. The rate lock fee that you are required to pay is set out in the rate lock agreement.

### 15.5 Up front fees are non-refundable.

If:

- a) you do not accept our offer; or
- b) this contract is terminated prior to settlement for any reason (including under the circumstances described in clause 3.1),

we do not have to return to you any amounts you have already paid us (unless the expense has not been incurred by us), including any rate lock fee paid under the circumstances described in clause 15.4.

## Section 16 – resolving disputes.

- a) This section 16 does not apply to hardship notices given under section 72 of the National Credit Code or postponement requests made under section 94 of the National Credit Code. We will comply with our obligations under those sections in relation to such notices and requests.
- b) If you have a complaint or believe an error or unauthorised transaction has been made on your loan account, you must tell us immediately;

- c) It is essential that you give us all the information you have to help us to resolve your concerns. If we cannot resolve your concern immediately, we may ask you to put your complaint in writing and send it to our Customer Relations department by:

- secure email via our internet banking service, addressing the email to 'Customer Relations Manager'; or

- mail:

ME Customer Relations Manager  
Reply Paid 1345  
Melbourne VIC 8060

- d) If we are unable to resolve your complaint within 21 days of receiving it we will tell you that we need more time to investigate the complaint. If the complaint relates to a default notice, clause 16(f) will also apply.
- e) Unless there are exceptional circumstances, we will complete the investigation of your complaint:
  - if it relates to a default notice, within 21 days of receiving it; or
  - otherwise, within 30 days of receiving it.
- f) If we are unable to resolve your complaint within the time provided for in clause 16(e), we will inform you in writing about:
  - the reasons for the delay;
  - your right to complain to the Australian Financial Complaints Authority (AFCA) and AFCA's contact details; and
  - the date by which you can reasonably expect to hear the outcome of our investigation, and we will then provide you with monthly updates on the progress of the investigation unless you have not responded to requests for additional information from us and your non-response is preventing us from dealing with your complaint.
- g) When we have completed our investigation we will inform you in writing of:
  - the outcome of our investigation and the reasons for our decision; and
  - your right to complain to AFCA and AFCA's contact details,

provided that we will not do that, unless you request us to, if your complaint has been resolved to your complete satisfaction within 5 business days of us receiving it.

## Section 17 – general.

### 17.1 Notices to you about changes.

We may from time to time as provided in Section 11, notify you of a change in the terms of this loan contract. We may address such notice to you under the heading 'Flexible Home Loan', 'Standard Home Loan', 'Basic Home Loan' or like terminology.

## 17.2 How notices are given to you.

Except as otherwise stated in the loan contract, every notice under or in connection with this loan contract must be:

- a) in writing; and
- b) can be sent or delivered to you:
  - 1) at a postal or residential address you have nominated;
  - 2) at a residential address that we believe is then your current residential address; or
  - 3) by electronic communication to your nominated electronic address, electronic equipment or device or by making such information available to you for retrieval from our website or via internet banking. We will only use this method if you have agreed and if we follow the requirements of any applicable law or code of conduct that we subscribe to.

Unless notified otherwise, all notices to us should be sent to:

ME  
GPO Box 1345  
Melbourne VIC 3001

or to any address we notify you of.

## 17.3 When notices are taken to be given.

- a) Notices delivered personally will be treated as given at the time of delivery.
- b) Notices sent by pre-paid post will be treated as given on the date it would have been delivered in the ordinary course of post, even if not received for any reason.
- c) Notices sent by fax will be treated as given when the machine from which they were sent indicates that they have been successfully transmitted.
- d) Any other electronic notices are taken to be given on the day that the electronic communication containing the notice or notifying you that the notice is available for retrieval enters your information system.

## 17.4 Your liability if there are more than one of you.

If there is more than one of you applying for this loan contract, you are jointly and severally liable for the obligations under this loan contract. This means that:

- a) each of you will be individually liable for the full amount of the loan;
- b) we can claim the whole amount payable under the loan contract from any one of you, or all of you, or any combination of you; and
- c) we can require any one of you, or all of you, or any combination of you, to perform any of the obligations under this loan contract.

## 17.5 Liability if you are a trustee.

If you enter into this loan contract as a trustee of a trust, you are also personally liable to us to the full

extent of your obligations under the loan contract. Your liability is not limited to the assets of the trust.

## 17.6 Representations, warranties and undertakings if you are a trustee or trust beneficiary.

If you enter into this loan contract as a trustee of a trust, you represent and warrant to and for our benefit that:

- a) you enter into this loan contract as trustee of the trust and in your own right;
- b) the trust is duly constituted and is not void, voidable or otherwise unenforceable;
- c) the trust is not a managed investment scheme under Chapter 5C of the Corporations Act 2001 (Cth);
- d) you have power as trustee to execute, and perform your obligations under, this loan contract;
- e) you have complied, and will comply, with your obligations under the trust constitution and applicable laws;
- f) except where Part A states otherwise, you are the sole trustee of the trust and will ensure that you remain the sole trustee of the trust;
- g) all the trust property is held by you as trustee of the trust under the trust constitution and no trust beneficiary has, or will have, the right to possession or control of any trust property;
- h) you have the right under the trustee's indemnity to be fully indemnified out of the trust property in respect of your obligations under this loan contract and such right has priority over the rights of the trust beneficiaries;
- i) you have not released or disposed of any rights under the trustee's indemnity, and you will not do anything which detrimentally affects those rights;
- j) the trust property is, and will at all times be, sufficient to satisfy all of your rights under the trustee's indemnity;
- k) the trust property is not, and will not be, mixed with any other property;
- l) the trust is not terminated and, subject to law and/or our prior written consent, no steps have been taken or will be taken to terminate the trust, resettle any of the trust property or the trust, distribute the trust property or vary the terms of the trust constitution;
- m) you will not, without our prior written consent:
  - 1) do anything which changes or would change the application of the laws relating to income tax to the trust;
  - 2) give any guarantee as trustee of the trust other than under this loan contract;
  - 3) enter into any partnership, joint venture, joint ownership, common enterprise or profit sharing arrangement or similar arrangement.

If you are a trust beneficiary and you enter into this loan contract jointly with the trustee of the trust, you:

- consent to the trustee entering into this loan contract and performing and observing the trustee's obligations under this loan contract;
- waive any right that you have against us or the trustee in so far as the trustee's execution and performance of the trustee's obligations under this loan contract breaches the trust or the trustee's obligations (including those owed to you as a trust beneficiary).

You must ensure that a person does not do or fail to do anything which would cause any representation, warranty or undertaking in clause 17.6 to be otherwise than true and correct in all respects.

### **17.7 Representations and warranties if you are a corporation.**

If you enter into this loan contract as a corporation, you represent and warrant that you are duly incorporated in accordance with the laws of your place of incorporation, the corporation validly exists under those laws and has the capacity to sue and be sued in its own name and to own its property and conduct its business as it is being conducted.

### **17.8 Change of details.**

You must notify us as soon as possible if you change your details (including your name, residential or postal address and any electronic address you have provided to us) and provide supporting documents as requested by us.

### **17.9 Credit legislation.**

a) If the Credit legislation applies to this loan contract and:

- 1) the legislation would otherwise make a clause of this loan contract illegal, void or unenforceable; or
- 2) a clause of this loan contract would otherwise contravene a requirement of the legislation or impose an obligation or liability which is prohibited by the legislation,

this loan contract is to be read as if that clause were varied, or the amount of the obligation or liability reduced, to the extent necessary to comply with the legislation or, if necessary, omitted.

b) If the Credit legislation does not apply to this loan contract (for example, if the amount of credit is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property):

- 1) the information statement: **'Things you should know about your proposed credit contract.'** does not apply; and
- 2) the reference to the information statement in the box immediately above the place for your signature in Part A does not apply.

### **17.10 Counterparts.**

This loan contract may be signed in any number of counterparts. All counterparts taken together constitute one document.

### **17.11 Date of loan contract.**

The date of this loan contract is the date of our offer letter.

### **17.12 Our liability as trustee.**

If we enter into this loan contract in our capacity as trustee of a trust, our liability to you is limited to the assets of that trust which are available to us to enable us to satisfy that liability.

The preceding limitation of liability clause does not apply to the rights which you have:

- pursuant to any Credit legislation; or
- pursuant to any provision inserted into this loan contract in order to satisfy the requirements of any Credit legislation, and does not seek to avoid or modify the effect of any Credit legislation.

### **17.13 Account operations – either to operate.**

If there is more than one of you, you nominate and authorise any one of you to operate on the loan account, including:

- a) changing your repayment frequency;
- b) amending your repayment amount;
- c) amending your repayment dates;
- d) initiating electronic direct debits or direct credits;
- e) drawing or requesting bank cheques (where available);
- f) cancelling or modifying a redraw request;
- g) removing any redraw facility or reducing the available funds under a redraw facility to enable your minimum payment to be reduced;
- h) changing your loan to a split loan by splitting a facility into two or more facilities;
- i) merging your split loan into a single loan by merging together two or more facilities into a single facility;
- j) adding or removing an offset transaction account;
- k) requesting a repayment holiday;
- l) requesting a fixed interest rate period;
- m) requesting the ability to make a prepayment during a fixed interest rate period;
- n) changing from an interest only loan to a principal and interest loan; and
- o) if you have a construction loan – requesting a draw down payment during a construction period.

### **17.14 Account operations – all to operate.**

If there is more than one of you, any one of you may revoke the authorisation given under clause 17.13 so that the account may only be operated by all of you acting jointly.

Any such change in authorisation will only apply to the loan account and will not apply to a linked offset account.

A separate change of authorisation must be given in relation to any linked offset account.

If you wish to reinstate the authorisation given under clause 17.13 so the account can again be operated by any one of you, then all of you must give this authorisation in a form acceptable to us.

#### **17.15 Assignment.**

We may assign or otherwise deal with our rights under this loan contract in any way we consider appropriate.

#### **17.16 Additional requirements.**

If we reasonably believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have:

- you must provide us with any information or assistance we request; and
- we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions.

#### **17.17 Account combination.**

We may set-off any liability that we have to you (including liability in respect of any deposit) against amounts that are due and payable by you to us under this loan contract but have not been paid.

However, if you have an account that relates to any amount you owe us under a loan that is regulated by the National Credit Code, we may not combine that account with another account:

- a) while we are actively considering your financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the Credit legislation; or
- b) while you are complying with an arrangement you have made with us after we have considered your financial situation; or
- c) if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

We do not have to give you advance notice of when we are going to combine accounts, but we will tell you promptly after we do so.

#### **17.18 Blocking your loan account.**

We may block access to your loan account, or delay or block a transaction to or from your loan account, without notice if:

- we are required to do so by law;
- we reasonably suspect that you or someone else is being fraudulent in connection with your loan account;

- we reasonably believe that further use of your loan account may cause you or us loss or is not authorised by you;
- we reasonably believe that your loan account has been or is being used to further a crime;
- you have a joint account and we become aware that you and your joint account holder are in dispute; or
- we become aware that the sole account holder has died.

#### **17.19 GST**

Unless otherwise expressly stated, all amounts referred to in this loan contract do not include GST.

To the extent (if any) that GST is payable in respect of all or any part of a supply made by a party under or in connection with this loan contract (including any indemnity or reimbursement amount), the consideration to be provided for that supply is increased by an amount equal to the GST payable by the supplying party.

#### **17.20 Account not to be in credit**

There must not be any payment made into your loan account that results in the loan account having a credit balance. If there is, we may pay the credit balance to you in any way we choose (including by crediting it to any other account you have with us). We may also exercise our right to close your loan account.

## Annexure A – Fixed interest rate prepayment fee.

If you have decided to fix the interest rate on your loan you have ensured your loan repayments will not change for a fixed period of time. The primary benefit of this is the security of knowing exactly what your loan commitments are going to be. The benefit to a credit provider of providing fixed interest rates is knowing exactly how much interest they can expect to receive.

If during a fixed interest rate period you decide to repay either the entire loan or a portion of your loan you will change the amount of interest you pay and the credit provider actually receives. The fixed interest rate prepayment fee is a form of compensation to the credit provider if they do not receive the amount of interest they were expecting.

The formulae for calculating the prepayment fee on your fixed interest rate facility are detailed below. Any prepayment fee quote provided to you is only valid on the day of the quote.

### Prepayment fee formulae.

For purposes of calculating the prepayment fee in relation to a fixed interest rate facility the following terms in the formulae have the following meanings:

**loan balance** means the facility balance being repaid;

**repayment** means the portion of your repayment attributable to the facility being repaid;

**interest rate** means the annual percentage rate that applies to the facility being repaid.

### Prepayment of entire loan balance.

$$PF = [P - R] \times \frac{1 - [1 + I/F]^{-n}}{I/F}$$

where:

PF= the prepayment fee (our loss);

P = your current repayment;

R = what your current repayment would be if the interest rate were I and assuming you are not in default;

S = the wholesale market rates on the date of early termination of the fixed interest rate period by an Australian trading bank we choose;

M = our lending margin as at the date of the fixed interest rate period or at the date of a rate lock;

I = S plus M;

F = the number of repayment periods per annum (expressed as a fraction, if necessary); and

n = the number of repayment periods remaining from the next repayment date after the date of early termination of the fixed interest rate

period until the expiration of the fixed interest rate period being broken.

Note: 'current' refers to your loan details immediately prior to the early termination of the fixed interest rate period.

### Partial prepayment.

If you repay only part of your loan balance or a facility balance, the partial prepayment formula set out below will apply.

$$PF = [T - V] \times \frac{1 - [1 + I/F]^{-n}}{I/F}$$

For explanation of the equation symbols please refer opposite and in addition:

T = what your repayment would be with your current fixed interest rate if your loan balance were equal to the amount of your partial repayment;

V = what your repayment would be if your loan balance were equal to the amount of your partial repayment and the interest rate were I.

### Other cases.

In all other cases (for example, if an interest rate is converted to a variable interest rate, a new fixed interest rate period commences or we make an additional advance to you), you will be considered to have prepaid the entire fixed interest rate facility balance, and therefore a prepayment fee may be payable.

## Annexure B – Direct debit request service agreement.

### What we mean.

#### 1. Definitions

In this agreement, unless the context requires otherwise:

- **Agreement or this agreement** means this Direct Debit Request Service Agreement between you and ME, including any amendments to this agreement;
- **Business day** means a weekday except a national public holiday or a public holiday in Victoria;
- **DDR** means a Direct Debit Request completed and signed in accordance with your account Terms and Conditions;
- **Drawing** means the amount debited from your nominated account pursuant to a DDR and this agreement;
- **Drawing arrangement** means your specific instructions set out in, or given to us in accordance with, a DDR as they relate to a drawing and your nominated account;
- **ME account** means the ME account specified by you in the DDR to which amounts are to be credited;
- **Nominated account** means the account that is nominated by you in the DDR from which amounts are to be debited;
- **Us, we, our and ME** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740;
- **You and your** means the person or persons who signed the DDR;
- **Your financial institution** means the financial institution at which the nominated account is held; and
- **Your Account Terms and Conditions** means the terms and conditions that apply to the ME account.

#### The low down.

#### 2. Debiting your nominated account

By signing a DDR you authorise us to arrange for funds to be debited from your nominated account as follows:

- any amounts that we are instructed to draw in accordance with your Account Terms and Conditions;
- any amounts owing in relation to your ME account which we are entitled to draw under your Account Terms and Conditions; and/or
- in accordance with specific instructions set out in the DDR.

If a drawing is due to be made on a day that's not a business day, we may direct your financial institution to debit your nominated account on

the following business day. If you're uncertain as to when the drawing will be processed, contact your financial institution.

If a drawing arrangement is returned unpaid by your financial institution you:

- must arrange for the drawing arrangement to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so that we can process the drawing;
- may be charged a fee and/or interest by your financial institution; and
- may also be charged a fee imposed or incurred by us.

We reserve the right to cancel your drawing arrangements if three or more drawings are returned unpaid.

We will not disclose any details of your DDR unless:

- the disclosure to a financial institution is necessary to enable us to act in accordance with your drawing arrangements or to investigate a disputed transaction;
- we are required or permitted to make the disclosure by law or you consent to the disclosure;
- our financial institution requires the disclosure in connection with a claim on it relating to a claimed incorrect or wrongful debit.

#### We'll keep you in the loop.

#### 3. Changes to this agreement

We may change any details of this agreement or of a DDR by giving you 14 days' written notice.

#### Have it your way.

#### 4. Your rights

You may ask us to alter or defer your drawing arrangements, stop an individual drawing or cancel this agreement by giving us at least one business day's written notice by mailing it to: ME Account Services, GPO Box 1345, Melbourne VIC 3001, or by faxing it to (03) 9708 4635. Alternatively, call the team @ ME on 13 15 63.

You can also ask your financial institution to stop an individual drawing, cancel this agreement or change your drawing arrangement by giving us your new nominated account details.

If you believe that a drawing has been initiated incorrectly, you should call us and confirm this by notice in writing ASAP. You may also direct any claims to your financial institution.

If we conclude as a result of our investigations that your nominated account:

- has been incorrectly debited, we will arrange for your financial institution to adjust your nominated account (including interest and charges) accordingly;
- has not been incorrectly debited, we will provide you with reasons and any evidence for this finding.

## **Stuff you need to know.**

### **5. Your obligations**

It's your responsibility to:

- make sure that your nominated account can accept direct debits (direct debiting may not be available on all accounts). If you're not sure, check with your financial institution before completing the DDR;
- have sufficient clear funds in your nominated account by the due date to enable drawings to be made;
- make sure that the details you give us of your nominated account are correct by checking them against a recent statement. If you are uncertain, check with your financial institution before completing the DDR;
- ensure that the authority given to us to draw on your nominated account is consistent with the account authority or signing instructions held by your financial institution for that account;
- tell us if the details of your nominated account change in any way; and
- check your statement to verify that the amounts debited from your nominated account are correct.



# Credit guide.

## Our details.

ME Bank – a division of Bank of Queensland Limited  
Reply Paid 1345  
Melbourne VIC 8060  
13 15 63  
mebank.com.au

## Your credit assessment.

We need to assess everyone who applies for credit to determine their ability to service the credit we provide without causing substantial hardship.

Under the National Consumer Credit Protection Act 2009 credit providers are required to act in a fair and honest manner and living by these values is a big part of who we are.

If a credit contract is unsuitable for you, we must not enter into the contract or increase the credit limit of the contract.

A contract is unsuitable if, at the time of the assessment, it's likely that by entering into the contract with you or increasing the credit limit:

- you won't be able to comply with your financial obligations under the contract or could only comply with substantial hardship; or
- the contract won't meet your requirements or objectives.

We might also decline your application for other reasons.

## Your assessment.

If your assessment is successful, we're required to keep a copy of it for seven years from the day we enter into the credit contract with you, or increase the credit limit.

Get in touch if you'd like a copy of your assessment and we'll give you one without charge. Based on the time you made your request we'll send you a copy:

- before you enter the contract or increase the credit limit if you ask us to before this time;
- within seven business days if you ask us within two years of entering into the contract or increasing your credit limit; or
- within 21 business days if you ask us more than two years after entering into the contract or increasing your credit limit.

We don't have to provide a copy of the assessment if the contract is not entered into or if the credit limit increase is not approved.

## Information for a guarantor:

A guarantor can also request a copy of the assessment, free of charge.

## Resolving disputes.

- a) Tell us straight away if you've got a complaint or you think an error or unauthorised transaction has been made on your account.
- b) It's really important that you give us all the information you can to help us resolve your concern.

If we can't find a solution immediately, we may ask you to put your complaint in writing to our Customer Relations team. You can do this by secure email through our internet banking service or by mailing it to:

ME Customer Relations Manager  
Reply Paid 1345  
Melbourne VIC 8060

- c) When we receive your complaint we'll investigate it based on the available evidence. Within 21 days of receiving your complaint we'll either:
  - finish the investigation and let you know of the outcome in writing; or
  - let you know in writing that we need more time to finish the investigation.
- d) Unless there are exceptional circumstances, we'll finish the investigation of your complaint within 30 days of receiving it. If an investigation takes longer than 30 days we'll:
  - let you know in writing why it's been delayed and your right to have the matter reviewed by AFCA;
  - provide you with monthly updates on the progress of the investigation; and
  - give you a date by which we can reasonably expect to reach a decision.
- e) When we've finished our investigation we'll write to you with the outcome and the reasons for our decision. If the complaint hasn't been completely resolved in your favour we'll also let you know of any further complaint resolution options available to you.
- f) If you're still not satisfied after the investigation has finished, you can contact our external dispute resolution scheme, AFCA by:

Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [afca.org.au](http://afca.org.au)

# Terms of mortgage.

## Important – read this carefully.

This is an important document. It sets out the terms of the mortgage over your property you will grant to the mortgagee. Under the mortgage, you give us a number of significant rights. One of them is to sell your property in certain circumstances. You also agree to restrict the way in which you may use the property, and the things you can do to it. Before you sign the mortgage:

- Read this document and the mortgage carefully.
- We recommend that you obtain independent legal advice and raise any concerns.

This document is incorporated into your mortgage as follows:

NSW	Memorandum filed in New South Wales Land Titles Office as number AT487860.
VIC	Memorandum of Common Provisions retained by the Victorian Registrar of Titles in number AA9675.
QLD	Memorandum filed in the Queensland Office of the Registrar of Titles as number 722790406.
ACT	Memorandum of Provisions filed in the Australian Capital Territory Office of the Registrar General as number 3274737.
SA	Memorandum filed in the South Australian Office of the Registrar General as number 14134838.
WA	Memorandum of Common Provisions registered with the Office of Titles, Perth, Western Australia as number P735429.
NT	Memorandum of Common Provisions registered and retained by the Land Titles Office, Darwin, Northern Territory as number 372394.
TAS	Memorandum of Provisions filed in the Land Titles Office as number M753.

## 1. Nature of this mortgage

### 1.1 What you undertake in this mortgage

By signing this mortgage you:

- agree to a set of obligations, and
- give us rights that concern you and the property.

For example, if you don't meet your obligations, we can take possession of the property, sell or otherwise deal with it, and sue you for any money you owe us.

Under this mortgage you must:

- ensure that you are not in default
- carry out on time all your obligations to us under every agreement covered by this mortgage, including paying any

amounts you're required to pay under that agreement.

### Separate and joint obligations

You're liable for all your obligations under this mortgage, both **separately** as an individual, and **jointly** with anyone else named in this mortgage as a mortgagor.

### Continuing obligations

All your personal obligations under this mortgage continue even if we release the property from this mortgage.

## 1.2 Your promises to us

Except for things you've told us about in writing that we've accepted, you represent to us that:

- you own the property, or will buy it using part of the amount we lend you, or if leasing the property, you are or soon will be the tenant
- you've told us about all rights that affect or could affect the property (such as easements, leases, securities, the rights of a beneficiary under a trust or proposals to compulsorily acquire the property)
- you've told us of any claim under any law relating to Native Title
- by signing this mortgage you're not breaching any law or any obligation to any other person (including, if you are a corporation, under your constitution)
- your obligations under this mortgage are valid and binding and enforceable in accordance with its terms
- all the information you've given us is to the best of your knowledge and belief correct and not misleading
- you haven't withheld any information that might have caused us not to enter into this mortgage or any agreement covered by this mortgage
- you don't need any consents to allow you to own the property or to enter into this mortgage
- you've told us about any structure on adjoining land that encroaches on the property and any structure on the property that encroaches on adjoining land
- you've told us about any contaminant on, in, under or migrating to or from the property
- you are not, and will not become a proscribed person
- you are not in default (see **12 When you are in default**).

## Leasing

**Note:** this section only applies if this mortgage is over a lease.

If leasing the property, except for things you've told us about in writing that we've accepted, you represent to us that:

- no other party to the lease has any right to end or change it, or refuse to perform any of their obligations under the lease without your consent
- you have the written consent of the landlord and any other relevant person to grant and exercise our rights in relation to this mortgage
- you've met the requirements of any consent you've obtained
- you've told us about any occupants of the land and the terms of occupancy.

You agree to tell us if anything happens, or has happened, that prevents you from repeating any one or more of these declarations.

### 1.3 Mortgage

You mortgage the property to us, and accept the rights and obligations of the mortgage, as security for payment of the total amount owing.

#### Releasing the mortgage

Once you've repaid the total amount owing you can require us to release the property from this mortgage.

Until we actually release the property, it remains mortgaged to us, even if you've repaid the total amount owing.

## 2. Looking after the property

You agree to:

- protect the property from damage and keep it in good condition
- correct any defect
- not do, or allow anyone to do, anything that might lower the value of the property or affect our rights
- ensure that the purpose the property is used for doesn't materially change without our prior consent.

#### Obeying the law

You agree to:

- comply with all laws and requirements of authorities and your other obligations relating to the property
- ensure that anyone who uses or occupies the property also complies.

#### Keeping us informed

You agree to:

- tell us if the property is defective or seriously damaged

- get our consent before you do major works relating to or on the property, or enter into a contract to do them
- give us a copy of any order or notice you receive from anyone about the property, which could materially affect your use of the property or its value, as soon as you become aware of it
- give us details about all land and interests in land (such as leases) you acquire that may be relevant to your use of the property or its value.

#### Paying rates and taxes

You agree to pay on time all amounts you owe as owner (or tenant) of the property, including rent, rates, taxes, registration fees and licence fees.

#### Contaminants

You agree to:

- tell us if there is a contaminant on, in, under or migrating to or from the property
- not have a contaminant on the property, release a contaminant, or allow a contaminant to escape or migrate to or from it
- immediately remove any contaminant and make good any damage caused by the contaminant or its removal
- if a contaminant is released, escapes or migrates from the property, minimise its impact on the environment and make good any damage it causes
- not do anything that increases the risk of harm from any contaminant.

### 2.1 The property and adjoining land

If any part of a structure on the property encroaches onto adjoining land, then, if we ask, you agree to:

- correct the encroachment
- obtain an easement or other permission we accept to allow it to continue, or
- buy the encroached land.

If we ask, you agree to remove any encroachment on the property from adjoining land.

Under a lease, if we ask you to do any of these things you must do your best to get the landlord's consent if it's required.

Any restraint in this clause will only be exercised by us for a valid collateral purpose.

### 2.2 Caveats, notifications or dealings

You agree to do everything necessary to remove any caveat, notification or dealing placed on the title to the property without our consent. Any restraint in this clause will only be exercised by us for a valid collateral purpose.

### 3. The lease

**Note:** this section only applies if this mortgage is over a lease.

#### 3.1 What you agree to do

You agree to:

- comply on time with your obligations under the lease
- do your best to ensure that the landlord complies with its obligations in relation to the lease and the land, and tell us if they don't
- tell us of anything that could cause the lease to end, including any breach or default under the lease by you or the landlord
- do everything required to enforce all sub-leases, licences and other arrangements in connection with the lease.

#### Rights and remedies

You agree to allow us to take over your rights and remedies under the lease, at our request, if:

- you're in default under the lease, or
- we can enforce this mortgage, or
- if we reasonably consider we need to do this to protect our interest as mortgagee.

If we take on these rights and remedies, we can exercise them however we reasonably choose, without this imposing an obligation on us as tenant. We can only exercise your right to possession if you're in default.

#### 3.2 What you agree not to do

You agree not to:

- do anything that could cause the lease to end, change or become unenforceable
- do anything, or allow anything to be done, that could cause you to abandon, settle, compromise, discontinue or become non-suited in any proceedings against any person over any right you have in relation to the lease
- fail to exercise an option to renew or extend the lease without first consulting with us; if we ask, you must exercise on time any option under the lease.

You also agree that, without our consent, you won't:

- apply under any law to shorten, postpone, extinguish or suspend rights over the lease
- enter into any agreement, or give any consent in connection with the lease or the land that could materially affect our interest as mortgagee
- remove tenants' fixtures from the land, or

- fail to dispute any notice reviewing the rent, or agree to any rent review, in circumstances that could materially affect our interest as mortgagee.

You acknowledge that despite this mortgage:

- you remain liable to perform your obligations under the lease, and
- we have no obligations under the lease and no liability under the lease if you're in default under it.

### 4. Insurance

You agree to maintain insurance over the property against fire and other usual risks.

The insurance must be for the full insurable value of the property and any works on a replacement and reinstatement basis (if the property can be replaced or reinstated), unless the property and the works are insured by a governing body as part of a shared scheme.

#### 4.1 Shared schemes

If the property is part of a shared scheme, you must do everything reasonably practicable to ensure that the governing body maintains whatever insurance it is required to by law. You must also tell us if you become aware that this insurance has not been maintained.

#### Shared schemes in Victoria

If:

- the property is part of a shared scheme in Victoria, and
- the governing body has insured the property and the shared property,

then you only need insurance for any amount you owe us over the amount of the governing body's insurance.

#### Shared schemes elsewhere

If a governing body has insured the property and the works as part of a shared scheme in anywhere but Victoria, you must insure the total amount secured by all mortgages and charges over the property.

#### 4.2 Risks

You must maintain insurance over the property against common risks, including:

- public liability risk
- workers' compensation
- loss of rent and other income
- any other risks we reasonably specify in any other agreement covered by this mortgage or document related to paying the total amount owing.

#### 4.3 Our interest

Your insurance policy must:

- note our interest as mortgagee
- be on terms and for an amount we agree to
- be with an insurer we've approved.

#### 4.4 Evidence

You must give us satisfactory evidence of current insurance cover whenever we ask for it.

#### 4.5 Cancelling or declining insurance

You must ensure that:

- the insurance cover is not reduced or cancelled, and you must tell us if it is or could be
- nothing happens that could allow an insurer to decline a claim, and you must tell us if anything would allow an insurer to do this.

These obligations apply to insurance that either you or a governing body take out.

#### 4.6 Insurance claims and compensation claims

You must tell us if you make, or have a right to make an insurance or compensation claim, and report the progress of the claim to us.

If we're entitled to enforce this mortgage, or we reasonably believe we need to do so to protect our interest as mortgagee, we can take over your rights to make, pursue or settle a claim. We can exercise those rights however we reasonably choose.

##### Claim proceeds

You must do your best to ensure that we receive the proceeds of any insurance claim or compensation claim of more than \$5,000 that relates to the property. We will use this money as described in **15.5 Accounts and set-off**.

You must hold or use any other insurance claim proceeds to reinstate the property, as we direct.

### 5. Dealing with the property

#### 5.1 Changes to the property

You can't do, or agree to do, any of the following without our prior consent:

- sell, transfer or dispose of the property
- lease or licence the property, or allow a surrender or change of any lease or licence
- part with possession of the property
- subdivide or consolidate the property
- create, release or vary an easement, covenant or public right that relates to the property, or allow one to arise
- waive any of your rights or release any person from their obligations in connection with the property
- create or allow to exist another encumbrance on the property
- create any trust, power or lien on the property, or allow one to arise
- deal in any other way with the property or any interest in it, or allow any interest in it to arise or be changed

- in the case of a lease, sub-lease the land or agree to surrender or change any sub-lease we agree to.

Any restraint in this clause will only be exercised by us for a valid collateral purpose.

##### Crown lease

You must comply with all conditions in the crown lease, and exercise any option or right to extend or renew the crown lease.

### 6. Other securities

#### 6.1 Giving us notice

If a law allows you to create another security in connection with the property (or any related property) without our consent, you must tell us at least seven days before you propose to create the security.

#### 6.2 Priority agreement

If we ask, you must do everything that is reasonably practicable for you to do to get an agreement that we accept regulating the priority between this mortgage and any other security over, or proposed to be created over, the property. You may be required to sign this priority agreement.

You should obtain independent legal advice about any obligations you may have under such an agreement.

If we request a priority agreement and you haven't provided it by the time the other security is created:

- we don't have to allow you to draw down any further credit (including by allowing you to access any redraw facility, if applicable) under any loan contract that is an agreement covered by this mortgage; and
- we can exercise any other rights that arise because you haven't provided the agreement (see **12 When you are in default**).

#### 6.3 Increases

You must not increase the amount secured under any other security over the property without our written consent, unless a priority agreement allows it.

You must comply on time with any obligation relating to any other security over the property.

#### 6.4 Security over related property

If we ask, you must secure to us on terms we reasonably require:

- your rights to insurance proceeds and insurance contracts over the property and any shared property
- your rights under any contract to do works and under any warranty, guarantee or builders' insurance over the property or any works (whether

done before or after you signed this mortgage)

- any encroached land you buy
- any further estate or interest you acquire in the property
- any stock, clip or crop produced on the property to the extent that we need this to efficiently and effectively exercise our rights over the property
- any rights over water that are relevant to your use of the property, including licences and entitlements
- any compensation agreement relating to mining on the property
- any cash received from a compensation agreement or mining on the property.

Any restraint in this clause will only be exercised by us for a valid collateral purpose.

## 7. Licences

If you need a licence for any activity done on or relating to the property, you must:

- carry out that activity in a proper and orderly way
- comply with all the laws and requirements of authorities relating to the licence
- obtain and renew on time the licence and each authorisation needed
- oppose any application to restrict or cancel the licence
- give us a copy of each notice, order, summons or conviction relating to the licence.

Without our written consent you must not:

- remove, or apply to remove, the licence from the property
- surrender, or try to surrender, the licence
- deal in any way with any interest in the licence
- change the licence
- do anything that could cause the licence to be forfeited or cancelled
- allow any security to arise over the licence.

If you're not the holder of the licence, you must ensure that:

- the holder complies with these obligations as if it were you
- the holder gives us an authority to apply for information from authorities and a power of attorney relating to the licence, each in a form satisfactory to us.

You acknowledge that, despite this mortgage:

- you're liable to perform your obligations under the licence
- we have no obligations under the licence and no liability under the licence if you're in default under it.

## Licences after default

After a default has occurred, if we ask, you must do your best to transfer the licence to us or our nominee.

## 8. Building and other work

Before doing or allowing works, or signing a contract to do them, you must:

- get our consent
- get all necessary approvals from authorities (including any governing body of a shared scheme)
- give us full details of the work, including any plans and specifications we ask for.

You must:

- comply with all laws, requirements of authorities, easements and covenants that affect any works
- conduct all works actively and continuously
- ensure that all works are done competently and completed within a reasonable time, according to any plans and specifications we've approved
- give us any certificates we reasonably require (such as certificates of satisfactory completion)
- pay the people doing the works
- ensure that any contract to do the works is not materially changed
- perform your obligations under the contract and tell us if any default occurs.

## Taking over works

If we think you're not proceeding with works satisfactorily, and we've become entitled to enforce this mortgage, we can take them over at your cost, including by changing, demolishing or stopping them as we or the receiver (if applicable) reasonably see fit.

We're not liable for any loss:

- from works that we consent to (including loss from plans or specifications we may approve)
- that arises because we don't finish works we take over,

except to the extent that we, one of our agents or a receiver we've appointed caused the loss through mistake, error, fraud, negligence or wilful misconduct.

## Monitoring

If we monitor works (such as inspecting or accepting any part of their construction or approving plans), we will be doing this for our own purposes.

We don't have to:

- exercise care or skill in monitoring the works
- tell you the results of any inspection.

## 9. Business on the property

**Note:** this section only applies if this mortgage is over a lease.

If a business is operating on the property, you must ensure that:

- the business is carried on properly (including maintaining accurate books and records)
- the business is not changed or closed down without our consent
- no business equipment is removed, without our consent, unless it is replaced with similar or better equipment
- the business doesn't disturb neighbours or interfere with their enjoyment of their land
- any authorisation needed for the business (such as a licence) is not changed, taken away from the property, sold or otherwise dealt with or reduced in value, without our consent.

If we enforce this mortgage you must do your best to transfer any authorisation for the business to anyone we tell you.

## 10. Specific types of property

### 10.1 Shared schemes

If the property is part of a shared scheme (e.g., a townhouse or home unit), you must:

- give us copies of any documents that you receive about the shared scheme or the property
- comply with the by-laws, rules, service agreement or articles of the shared scheme
- vote at any governing body meeting following any reasonable directions we give you after considering your and our legitimate interests
- ensure that the governing body complies with its obligations (such as keeping the shared property in good condition)
- tell us if the governing body doesn't meet its obligations (including insurance)
- ensure that your rights under the shared scheme are not changed without our prior consent
- tell us of any proposal to substitute, end or materially change the shared scheme or its by-laws, rules, service agreement or articles.

### 10.2 Crown land

If the property is held under law relating to crown land:

- you mustn't allow your existing estate or interest in the property to change without our consent

- you must get our consent before applying to convert any existing estate or interest
- if we've become entitled to enforce this mortgage, we can pay any purchase money or other amount in connection with the property (and if we do this, you must reimburse us when we ask).

### 10.3 Rural land

If any of the property is used for grazing, farming, horticultural or agricultural purposes, you must manage and preserve it properly and efficiently, including by taking reasonable action (such as fencing and spraying) to keep it free from disease, pests and harmful vegetation.

Without our consent you must not:

- give any other security over any stock on the property
- give any right over water, including licences and entitlements
- give any right over any clip or crop produced on the property
- deal with any quota or contract for producing or selling crops or produce
- do anything that could cause a quota or contract to be forfeited or cancelled.

### 10.4 Mining

Unless we consent, you must not:

- mine or allow mining on the property
- enter into any compensation agreement relating to mining on the property.

## 11. Amounts you must pay

### 11.1 The total amount owing

You must pay us the total amount owing in accordance with the terms of any agreement covered by this mortgage, or as otherwise required by this mortgage.

### 11.2 Costs

You must pay us any costs we reasonably incur to enforce our rights under this mortgage.

These can include the costs of:

- any receiver or attorney appointed under this mortgage
- our staff and facilities
- expenses we incur to maintain the property after you've defaulted (including insurance, rates and taxes).

You must also pay our reasonable costs for:

- giving and considering consents, variations, discharges and releases
- producing title documents.

You must pay these costs when we reasonably ask you to.

You must also pay any taxes on this mortgage or any transaction related to it.

## Currency

If a judgement, order or proof of debt is expressed in a different currency, then you must pay the costs of converting the amount to Australian dollars at the market exchange rate available to us at the time of conversion.

You must also pay any difference if the exchange rate we use to convert the currency is less favourable to us than the rate used for the judgement, order or acceptance of proof of debt.

## 12. When you are in default

A default occurs if a monetary default occurs or a non-monetary default occurs.

### Monetary defaults

A monetary default occurs if you, a borrower or a guarantor doesn't pay any amount required under this mortgage or an agreement covered by this mortgage when it's due.

### Non-monetary defaults

A non-monetary default occurs if:

- you, a borrower or a guarantor becomes insolvent
- early repayment is required under another arrangement you, a borrower or a guarantor has with us, or we take default-based action against you, a borrower or a guarantor due to a default of a type described in this clause 12
- a person or another creditor takes enforcement proceedings against you, a borrower or a guarantor (or your or their assets)
- we believe on reasonable grounds that you haven't complied with the law or any requirement of a statutory authority that relates to the property
- it becomes unlawful for you or us to continue with this mortgage or an agreement covered by this mortgage
- you, a borrower or a guarantor gives us information or makes a representation or warranty to us in relation to this mortgage or an agreement covered by this mortgage which is materially incorrect or misleading (including by omission), and which has materially increased or may materially increase our risk under this mortgage
- you or a borrower uses a facility under an agreement covered by this mortgage for a purpose not approved by us
- you, a borrower or a guarantor doesn't give us financial information required by this mortgage or an agreement covered by this mortgage
- you, a borrower or a guarantor doesn't maintain any insurance required under

- this mortgage or an agreement covered by this mortgage
- if an agreement covered by this mortgage relates to a facility provided for business purposes:
  - you, a borrower or a guarantor doesn't maintain a licence or permit necessary to conduct the business, or
  - legal or beneficial ownership, or management control of you, a borrower or a guarantor (or your or their business) changes without our consent
- you deal with, or try to deal with, the property in breach of this mortgage, without our consent
- if this is a mortgage of a lease, the lease ends before the end of the agreed term (or the landlord takes any steps to bring it to an end)
- you fail to complete any works we have approved in respect of the property, in accordance with the plans and specifications we've approved, within any period we've agreed with you in writing
- if a caveat, dealing, writ or notice is registered against any title for the property without our prior written consent.

## 13. What happens when you are in default

### 13.1 Before we act

We will only act on a non-monetary default if it is material or we reasonably consider it has or will have a material effect on:

- your, a borrower's or a guarantor's ability to meet your or their financial obligations to us (or our ability to assess this)
- our security risk (or our ability to assess this), or
- our legal or reputational risk if the default is of a type referred to in the 4th, 5th, 6th and 7th bullet points under 'Non-monetary defaults' in clause 12.

### 13.2 If the NCC applies

If we decide to act and the NCC applies to this mortgage, we will give you a default notice unless:

- we reasonably believe that we were induced by fraud to enter into this mortgage or an agreement covered by this mortgage
- we have made reasonable attempts to locate you, without success
- a Court authorises us to begin enforcement proceedings, or



- we reasonably believe that urgent action is necessary to protect the property.

The default notice will specify the default, include any other information required by the NCC, and give you at least 30 days to fix the default (if it can be fixed).

Other laws may require us to give you certain information before enforcing this mortgage. We may include that information in the default notice under this clause or in another notice.

### 13.3 If the NCC doesn't apply

If we decide to act, and the NCC doesn't apply to this mortgage (e.g. because the mortgage relates to a loan to a business), we will:

- give you a default notice specifying the default, and
- give you a reasonable time to fix the default (if it can be fixed).

We will give you at least 30 days to fix the default, unless it's reasonable for us to act more quickly to manage a material and immediate risk relating to:

- the nature of the relevant default,
- your particular circumstances, or
- the value of the property.

Other laws may require us to give you certain information before enforcing this mortgage. We may include that information in the default notice under this clause or in another notice.

### 13.4 If you don't fix the default

If you don't or can't fix the default, then at the end of the period specified in any default notice we've given you we can immediately:

- require you to pay the total amount owing, and
- enforce this mortgage.

Enforcing the mortgage means we can do one or more of the following (as well as anything else the law allows us to do as mortgagee):

- sue you for the total amount owing
- take or give up possession of the property as often as we choose
- sever, remove and sell fixtures and fittings
- remove personal possessions from the property and either store them at your risk and cost, or dispose of them (and apply any proceeds to your liability under this mortgage) if we reasonably believe removing or storing them will cost more than they are worth. If we do this we will give you a reasonable opportunity to collect your possessions first
- collect as your agent any rent and other amounts owing to you in relation to the property

- appoint one more receivers
- anything else the law allows an owner or receiver of the property to do, including improving, selling or leasing it.

If we take possession of the property, we are not liable as an owner-builder unless required by law.

### 13.5 If you're a guarantor

If you've entered into this mortgage as a guarantor, we won't enforce it unless we have first enforced any mortgage or other security that the borrower has provided for the total amount owing.

The exceptions to this condition are if:

- the guaranteed liability arises under a standard margin loan
- you agree in writing to us enforcing this mortgage, after we have given you a default notice and told you the limitations upon our enforcement rights under the BCOP
- we reasonably expect that the net proceeds of enforcing the mortgage or other security that the borrower has provided won't repay a substantial portion of the total amount owing, or
- we can't reasonably assess whether enforcing the mortgage or other security that the borrower has provided will repay a substantial portion of the total amount owing, because the borrower hasn't given us information, documents or access to premises that we need.

### 13.6 Disposal of the property is final

You agree that if we or a receiver sell or otherwise dispose of the property:

- you won't challenge the acquirer's right to acquire the property (including on the ground that we or the receiver weren't entitled to dispose of the property or that you didn't receive notice)
- you won't try to reclaim that property
- the person who acquires the property doesn't need to check whether we or the receiver had the right to dispose of the property or exercised that right properly.

## 14. Receivers

When we're entitled to enforce this mortgage we can appoint a receiver. In doing this we can:

- appoint any receiver to all or any part of the property or its income
- set a receiver's payment at any amount
- remove a receiver and appoint a new or additional receiver.

If we appoint more than one receiver, they can act independently unless we say they must act together.

### **The receiver is your agent**

The receiver is your agent unless we tell you that the receiver is our agent. You are solely responsible for anything a receiver does or doesn't do, and for paying the receiver's costs.

However, you're not liable for any costs due to the receiver's or their agent's mistake, error, fraud, negligence or wilful misconduct.

### **Rights of the receiver**

Unless the terms of appointment restrict a receiver's powers, it can:

- take or give up possession of the property as often as it chooses
- sever, remove and sell fixtures and fittings
- remove personal possessions from the property and either store them at your risk and cost, or dispose of them (and apply any proceeds to your liability under this mortgage) if the receiver reasonably believes removing or storing them will cost more than they are worth. If the receiver does this the receiver must give you a reasonable opportunity to collect your possessions first.
- anything else the law allows an owner or a receiver of the property to do, including improving, selling or leasing it.

The receiver can exercise its powers without your consent and without giving you notice.

## **15. General conditions**

### **15.1 Consents**

Whenever you need our consent under this mortgage, we will act reasonably and without unreasonable delay when deciding whether to give that consent. We won't unreasonably withhold our consent, but we can impose reasonable conditions on any consent we give under this mortgage. Our consent is only effective if it is in writing.

You must comply with all conditions and requirements in any consent we give, and we can charge a reasonable fee for giving our consent.

### **15.2 Things we can do**

We can do anything which you should have done under this mortgage, but which you have either not done or in our reasonable opinion have not done properly. If we do this you must pay our reasonably incurred costs.

#### **Entering property**

We can enter the property to:

- inspect the property or any works
- find out whether you are complying with this mortgage

- carry out our rights under this mortgage.

Unless there is an emergency, we will give you reasonable notice before doing this, but you must help us to enter, such as by getting any consent necessary.

For these purposes you must also obtain for us the right to enter land and buildings that another person has a security over or owns.

By entering a property or exercising our rights we do not become a mortgagee in possession, and are not responsible for any loss you or a third party suffer by us entering, except to the extent that we, our agent or a receiver we've appointed caused the loss through mistake, error, fraud, negligence or wilful misconduct.

### **Rent**

If we have become entitled to enforce this mortgage, you must pay any rent and other income from the property to us. If they are paid to you, you must pay them to us. In each case, we must then use the money we receive as described in **15.5 Accounts and set-off**.

### **15.3 Disclosing your information**

We can disclose information you give us if:

- you consent (unless you are an individual, you can't unreasonably withhold your consent)
- required by any stock exchange or if allowed or required by law
- we think it is necessary to protect our position
- the information is generally and publicly available.

#### **Who we can disclose it to**

We can disclose information you give us to:

- any of our related entities
- any other borrower or guarantor
- our officers, authorised agents and employees, receivers and legal advisers, auditors and other advisers
- any person in the business of loan and mortgage broking or other introducer who has introduced a borrower to us
- any person for the purposes of securitising this mortgage and any security
- any person in connection with exercising our rights or dealing with rights or obligations.

#### **What we can disclose**

For calculating and tracking commissions, information we disclose can include:

- the approval or non-approval of your loan application
- the financial particulars relating to your account
- the lending date

- the amount of credit, your loan, and our product name or description for your loan
- the end-of-month balances on your account
- the account name and number
- the date your loan is paid out
- the details of any default of your loan
- any other information about your account that could affect paying a commission.

As well as the consents described in

**15.1 Consents** you agree to us giving any other borrower or guarantor who's a signatory on the loan, a copy of:

- this mortgage (or a summary)
- all securities given in connection with your loan
- any formal demand we've sent to you
- any relevant statements of account we've given you
- any relevant financial accounts or statements of financial position you've given us
- your credit reports from credit reporting agencies
- any other financial information about you that a guarantor asks for, or that the BCOP requires us to provide, including notices of demand and any current credit-related insurance contracts.

### **Disclosure and PPSA**

We and you agree not to disclose any information of the kind referred to in section 275(1) of the *Personal Property Securities Act 2009* (Cth) (PPSA) that is not publicly available, unless section 275(7) of the PPSA applies.

You agree not to authorise the disclosure of any information as contemplated under section 275(7)(c) of the PPSA.

**15.1 Consents** does not prevent us disclosing information under section 275 of the PPSA because of section 275(7) of the PPSA.

### **15.4 Currency**

Unless an agreement covered by this mortgage provides otherwise, you must make repayments and any other payments in Australian dollars.

If we receive an amount in another currency we can convert it into Australian dollars on the day and at the rates we consider appropriate (if necessary through a third currency).

We can deduct our usual costs for this conversion.

If the amount we receive after the conversion and after deducting costs is less than your required payment amount, you must pay us the difference.

### **15.5 Accounts and set-off**

#### **Setting off money**

You must pay the total amount owing in full, without setting off amounts you believe we owe you.

This applies except to the extent that you have a right of set-off, granted by a law such as the NCC, that we can't exclude by agreement.

Unless there is a genuine dispute, we can set-off any money we owe you against the total amount owing.

#### **What happens to money we receive?**

We will use money we receive under this mortgage to pay the total amount owing unless we have to pay it to someone with a prior claim. We can use money from an insurance claim to reinstate or replace the property or carry out other work on it.

We can use any money we receive to pay any part of the total amount owing we choose, such as by applying the payment to one agreement covered by this mortgage before another.

Once we've received the total amount owing we must pay any money remaining either to you or to another person entitled to it (such as someone with a security over the property). We can choose to pay it to a person we consider has a subsequent registered or unregistered security.

We don't pay interest on any money remaining after the total amount owing is paid.

We will credit payments as soon as practicable after we receive them (including payments from receivers) and we don't have to refund any payment to you.

#### **Multiple accounts**

We can use any money in any of your accounts with us to pay any amount you owe that is due and payable under this mortgage that you haven't paid.

We don't have to do this, and we don't have to tell you in advance if we do. We will give you details of the amounts if you ask for them.

### **15.6 Rights and obligations**

These rights apply to us and our receivers.

#### **Dealing with rights under this mortgage**

We can assign or otherwise deal with our rights or remedies under this mortgage in any way we consider appropriate as long as this doesn't materially prejudice your rights or obligations under this mortgage.

If we do this:

- we don't have to tell you
- you can't claim any right of set-off (or other rights you have against us) against

- any assignee, or any other person who has an interest in this mortgage
- you agree that you are still liable for the total amount owing under this mortgage.

Your rights are personal to you and you can't assign them without our written consent.

### **How we can exercise our rights**

We can exercise a right in any way we consider appropriate, acting reasonably. If we don't exercise a right fully or at a given time, we can still exercise it later.

We can exercise our rights under this mortgage even though:

- we could have exercised those or other rights before but didn't, or were slow in doing so
- we've tried to exercise the rights before (in whole or in part)
- we've exercised other rights before, or
- we hold other security interests for payment of the total amount owing.

We're not liable for loss because we:

- exercise
- try to exercise
- fail to exercise
- delay in exercising

a right or remedy, except to the extent that we, one of our agents or a receiver we've appointed caused the loss through mistake, error, fraud, negligence or wilful misconduct.

If we exercise any right to enter or take possession of the property, we:

- have complete discretion over how to manage the property, within the obligations of the law on mortgagees
- only have to account for rents and profits we have actually received
- can lease the property for any period.

Our rights and remedies under this mortgage:

- are in addition to other rights and remedies given by law independently of this mortgage or by any security
- can be exercised even if this involves a conflict of duty, or we have a personal interest in exercising them.

Any of our directors, employees or any other person we authorise can exercise our rights and remedies.

### **Liability**

Neither we nor any receiver are responsible for any loss arising in connection with us exercising (or not exercising) our rights, powers or remedies, except to the extent that we, one of our agents or a receiver we've appointed caused the loss through mistake, error, fraud, negligence or wilful misconduct.

Your agreement to this is subject to any warranties implied by the law that we can't

exclude (e.g. the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose).

### **Your obligations and our rights are unaffected**

This mortgage does not merge with or adversely affect, and is not adversely affected by:

- a security or right or remedy we're entitled to, or
- a judgement or order which we obtain against you for any of the total amount owing.

We can still exercise our rights under this mortgage as well as under the judgement, order, other security, right or remedy.

This mortgage binds each person who signs it, even if another person who was intended to sign doesn't sign it or is not bound by it.

### **Reinstatement of rights in insolvency**

Under a law relating to insolvency a person may claim that a transaction (including a payment) in connection with this mortgage is void or voidable.

If a claim is made and upheld, conceded or compromised, then:

- we are immediately entitled, as against you, to the rights for the total amount owing to us immediately before the transaction, and
- you agree to do anything we request to restore to us any security we held from you immediately before the transaction.

Your obligation under this clause is a continuing obligation. It continues even after you've repaid the total amount owing, and after we've released the property from this mortgage.

## **15.7 Power of attorney**

You appoint as your attorney, each of our directors, solicitors and employees whose job title includes the word 'manager'.

You also appoint as your attorney any other person we authorise separately.

You can't revoke these appointments and if we ask, you must formally approve anything an attorney does.

### **Powers of the attorney when we're entitled to enforce this mortgage**

If we're entitled to enforce this mortgage each attorney can:

- do anything you can lawfully authorise an attorney to do in connection with this mortgage, the property or an arrangement with us
- do anything they believe is necessary to exercise any of our or a receiver's rights
- delegate their powers (including this power) and revoke a delegation

- exercise their powers, even if this involves a conflict of duty or they have a personal interest in doing so.

The attorney can do any of these things in your or their name. Examples include:

- signing and delivering deeds
- selling, transferring or leasing the property
- selling, transferring or surrendering any lease
- lodging or withdrawing caveats
- otherwise dealing with the property
- starting, conducting and defending legal proceedings.

If the law allows it, the attorney can exercise their powers without your consent and without giving you notice. The attorney's rights don't limit any legal obligations we have as a mortgagee exercising a power of sale.

### **Documents as evidence**

You acknowledge that any person can rely on a document the attorney has executed as conclusive evidence that:

- the person holds the power described in the document
- the power of attorney has come into effect and hasn't been revoked
- the right or power being exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power.

You acknowledge that the person relying on the document doesn't have to make any enquiries for any of these matters.

'Any person' includes all registration authorities in Australia or elsewhere dealing with any attorney under this power.

## **15.8 Partnership**

If this mortgage is given to secure the total amount owing by a firm or partnership or joint venture:

- this mortgage continues in full force and effect despite any changes to members or participants, even if the firm, partnership or joint venture no longer carries on business
- this mortgage is binding on you even though you are not (or are no longer) a member or participant in the firm or partnership or joint venture.

## **15.9 Strata Corporations**

### **Strata corporation provisions**

If you are a strata corporation you must:

- conduct your affairs in a proper, orderly and efficient manner
- obtain, renew on time and comply with the terms of each authorisation this mortgage requires

- comply with the obligations of each authorisation and allow it to be enforced
- comply with the legislation under which you are incorporated.

Conducting your affairs properly includes:

- collecting levies and other amounts your members or shareholders have to pay
- maintaining accounting and other records
- only incurring debts and liabilities with the approval of the committee, board of directors or other body responsible for controlling your day-to-day management
- paying these debts and liabilities on time in accordance with their terms.

## **15.10 Trustee declarations**

By entering into any arrangement with us, or by owning any of the property as trustee of any trust or settlement, you make the following declarations:

- any arrangement with us is for the benefit of the trust
- any arrangement with us does not conflict with the operation or terms of the trust
- you are the sole trustee of the trust
- you have the power as trustee of the trust to enter unconditionally into this mortgage and perform your obligations under it
- the trust has not been terminated and no beneficiary is presently entitled to any assets of the trust
- you have the right to be fully indemnified out of the trust assets for obligations incurred under any arrangement with us
- no action has been taken or proposed to terminate the trust
- you've given us true copies of the trust deed and other documents relating to the trust that disclose all the terms of the trust
- you haven't delegated any of your powers as trustee or exercised any power of appointment
- no property of the trust has been resettled or set aside or transferred to any other trust
- the trust documents comply with all applicable laws
- by entering into any arrangement with us and performing your obligations under it you are properly performing your obligations to the beneficiaries of the trust
- you have taken all steps necessary to allow you to enter into and perform your obligations under any arrangement with us

- no action has been taken to remove you as trustee or to appoint an additional trustee
- you have not breached your obligations as trustee.

This applies unless you've told us in writing, before entering into this mortgage, that you can't make one or more of the declarations, and we've agreed to waive the requirement for those declarations.

You must tell us whenever anything happens which would mean you could not truthfully repeat all these declarations (unless we consent to that thing happening).

### **Trustee actions**

Unless we've consented in writing, as a trustee you must not:

- do anything in connection with the trust
- deal with any property of the trust, or
- otherwise act in connection with the trust,

in any way that adversely affects your ability to pay the total amount owing. This includes making any distribution of capital or resigning as trustee.

As a trustee, any arrangement with us binds you in your personal capacity and in your capacity as trustee of the trust.

If you are a trustee and you default, you:

- must not exercise your powers or discretions under the trust unless we have consented in writing
- must not exercise your right to be paid from the assets of the trust on demand.

## **15.11 Administration**

You must do anything we reasonably ask to:

- provide more effective security over the property
- enable us to register any security with the agreed priority (and renew its registration if required)
- perfect any security over personal property under this mortgage in accordance with the PPSA
- ensure that each agreement which is intended to be covered by this mortgage becomes an agreement covered by this mortgage
- enable us to register our power of attorney or a similar power
- enable us to exercise our rights in connection with the property
- protect the property or fix any defect in it
- show whether you are complying with this mortgage
- ensure that any arrangement with us is binding on you.

Examples include obtaining consents, signing and producing documents, replying to questions, producing receipts and getting documents completed and signed.

### **Providing documents**

If we reasonably ask, you must supply us with any information or documents about or affecting:

- the property, any works or any licence
- the shared scheme, if the property is part of a shared scheme
- any lease, tenancy or other arrangement connected with the property
- this mortgage
- you, the financial position of any borrower/guarantor or the property
- a valuation or other expert report about the property from an expert we nominate
- proof that you have observed your obligations.

You must pay for anything that you must do under this mortgage.

You agree that we can make any changes to this mortgage or any related document (such as an acknowledgment) for the purposes of stamping or registering the documents with a government authority, as long as these changes don't change its meaning.

### **Filling in the blanks**

You agree that we can fill in any blanks in this mortgage or in any related document (such as an acknowledgment) to reflect what is intended or agreed between you and us.

### **Prompt performance**

If this mortgage specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

## **15.12 Insurance**

Any obligation in this mortgage about insurance is a continuing obligation until this mortgage is discharged. If you don't provide the insurance this mortgage requires, you authorise us to do this on your behalf.

## **15.13 Other parties**

### **Manager**

We can appoint a person to manage this mortgage and any securities for us. We will tell you if we do this.

We authorise a manager to exercise all of our rights under this mortgage and any securities. Until we tell you otherwise, you must deal with that manager for everything in connection with this mortgage and any securities.

### **Valuers and consultants**

Any valuer or consultant we use is an independent contractor and is not our agent

or employee. We're not responsible for any representation, action or inaction by them.

### **Relying on valuations**

Any report we obtain from a valuer or consultant is for our use only. Even if we give you a copy of the report, you can't rely on it, and neither we, the valuer nor the consultant has any liability to you if you do rely on it and the report is wrong.

You must get your own valuation report if you want to rely on it.

## **15.14 Notices**

### **Notices, other communications and service of documents**

Notices, certificates, consents, approvals and other communications relating to this mortgage must be in writing, unless we agree otherwise.

Any of our employees or authorised agents can sign communications from us.

### **Communications from us to you**

We can give communications to you:

- in person (if you are a corporation, to one of your directors)
- by delivery or post to your last-known residential or business address
- by publishing them in any way allowed by law and any applicable code of practice at any time (for example, we could give you a notice by publishing it in a national newspaper, or electronically on a website, if the law and any applicable code allowed that)
- in any other way the law allows
- if you're not a resident of Australia, by delivery to you by any of these methods, or by delivery to your appointed agent in Australia by:
  - giving the communication to your agent personally
  - emailing the communication to your agent at any email address you give us.

### **Communications from you to us**

You must give communications to us:

- in-person to one of our employees at our registered address or at one of our branches
- by prepaid post to our registered address and no other place
- by any other method the law allows.

If you are a corporation, a director or another person we approve must sign communications from you.

### **Definition of delivery**

We consider that we've given you a communication (whether or not you actually receive it) if it's:

- given personally - on the date it bears or the date the person it's addressed to receives it, whichever is later
- sent by post - on the date it bears or the date it would have been delivered in the ordinary course of post, whichever is the later
- by email – on the date it bears
- by publication (e.g. in a newspaper or on a website) - the date it's first published.

If we deliver it to your appointed agent in Australia:

- personally - on the date it is delivered
- by email - on the date of the email transmission
- by post - on the date it bears or the date it would have been delivered in the ordinary course of post, whichever is the later.

If you change your address, you must promptly tell us in writing.

### **Certificates**

We can rely on certificates provided by any other person with a security interest over the property about a matter or an amount, in the absence of a clear error.

## **15.15 Applicable laws**

Depending on your loan, some or all of these laws and codes may apply:

- the NCC
- the unfair contract terms provisions in the ASIC Act
- the BCOP.

If these apply and any term in this mortgage:

- contravenes any aspect of these Acts or codes
- would be illegal or unenforceable under them, or
- would impose a prohibited obligation or liability,

then this mortgage is to be interpreted and applied as if that term were omitted, or varied to make it comply with those Acts and codes.

### **Total amount owing**

To the extent that the National Credit Code applies to this mortgage, the total amount owing does not include any amount which exceeds the sum of:

- the amount of your liabilities under each agreement covered by this mortgage, and
- any expenses we reasonably incur to enforce this mortgage.

### **Rights and remedies**

If the National Credit Code, the Banking Code of Practice or other code or legislation applies to this mortgage:

- our rights to demand any amounts from you and to exercise our rights and

remedies against you are subject to the limitations on enforcement of this mortgage imposed by the code or legislation, and

- our rights and remedies under this mortgage are in addition to those given to a credit provider under the code or legislation.

#### **Inconsistent law**

To the extent permitted by law, this mortgage prevails to the extent it is inconsistent with any law.

### **15.16 Governing law and serving documents**

#### **Governing law**

The law in force in the state or territory where the property is situated applies to this mortgage. You and we submit to the non-exclusive jurisdiction of the courts of that place.

#### **Delivery of service**

You acknowledge and agree that we can serve on you any document in a court action started in any courts in Australia by:

- mailing a copy of the document by prepaid registered airmail postage to your last known residential or business address
- giving the documents personally to any agent you appoint
- emailing or posting the document to your agent at any address you provide.

This includes a claim, writ of summons, other originating process or third or other party notice.

#### **Effect of service**

You acknowledge and agree that any court document (including any originating process) has been served:

- if mailed to your last known residential or business address - on the date on which the document is sent or the date it would have been delivered in the ordinary course of post, whichever is the later
- if given to your agent
  - personally - on the date the document is given
  - by email - on the date of transmission of that email
  - by post - on the date of posting or the date it would have been delivered in the ordinary course of post, whichever is later.

Nothing in this mortgage affects the right to serve process in any other manner permitted by law.

#### **PPSA law**

If we ask, you must promptly do anything (including obtaining consents or executing a new document) to:

- ensure that any security interest through any arrangement with us:
  - attaches to the collateral it is intended to cover
  - is enforceable, perfected and otherwise effective
  - has the priority we require
- enable us to prepare and register a financing statement or financing change statement
- enable us to exercise any of our rights or powers in connection with any such security interest
- provide any information we ask for about any arrangement with us to enable us to exercise any of our rights or powers or perform any of our obligations under the PPSA law.

You must take any action necessary to register, perfect, preserve and maintain any security interest you hold under and in accordance with the PPSA law.

To the extent the law permits, you:

- agree that we need not comply with, and you may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of, and
- waive your rights to receive any notice required by the PPSA, including a notice of verification statement (but this does not prohibit us from giving any such notice).

You agree that if we exercise a right, power or remedy over a security, we are not doing so under the PPSA unless we state otherwise at the time of exercise, or the right, power or remedy can only be exercised under the PPSA.

If the PPSA is amended after the date of this mortgage to permit us to agree with you to exclude other provisions of the PPSA, we can notify you that we need not comply with any of those provisions, as specified in the notice.

#### **If any part of this mortgage is unenforceable**

If a court decides that any clause or part of a clause of this mortgage is illegal or void, then the rest of this mortgage is to be interpreted as if that clause or that part of the clause is not part of this mortgage.

### **15.17 Enforceability and invalidity**

This mortgage is enforceable against each party signing it even if:

- one or more persons named as a party doesn't execute this mortgage, or



- this mortgage is not enforceable against another person named as a party for any reason.

If any provision of this mortgage:

- is unenforceable at law
- doesn't comply with a law, or
- imposes an obligation or confers a right prohibited by law,

the term is omitted or varied to the extent necessary to comply with that law.

### 15.18 Property in Victoria

If the property is in Victoria, these mortgage general conditions contain references to agreements covered by this mortgage referred to in Victoria as 'off-Register' documents (i.e. documents which are not registered under the *Transfer of Land Act 1958* (VIC)).

The provisions of those off-Register documents don't affect any of the essential terms (land, parties or term) of the mortgage into which these mortgage general conditions are incorporated.

## 16. Terms which apply for a large business transaction

**Note: This clause only applies in the circumstances described below in 16.1 When this clause applies.**

### 16.1 When this clause applies

The terms in this clause 16 only apply if:

- in the *Terms and Conditions of this mortgage* section of the mortgage form you execute it says that clause 16 applies; and
- neither the NCC, the BCOP, nor the unfair contract terms protections in the ASIC Act applies to this mortgage.

### 16.2 These terms prevail if the clause applies

If this clause 16 applies, the terms in it prevail to the extent that they are inconsistent with any other terms in these mortgage general conditions.

### 16.3 Insurance claims - Right to claim against us

You agree that you don't have any right to a claim against us in relation to:

- any insurance or compensation claim
- the way we deal with a claim
- insurance of the property generally.

### 16.4 Indemnity for our costs

You must pay for any liability, direct loss or reasonable costs we incur:

- if you don't comply with your obligations to us
- if there is a default under this mortgage (including any loss if we demand early repayment of the total amount owing)

- relating to us (or anyone acting on our behalf or instruction) exercising, or not exercising, rights under this mortgage
- relating to the property, the monitoring of works or this mortgage
- under any indemnity we give a controller or administrator appointed over you or any of the property.

This includes liability, costs or loss incurred by:

- any receiver or attorney appointed under this mortgage
- any of our employees, officers, agents, or contractors
- any lessee, purchaser or occupier of the property,

except to the extent caused by our or their mistake, error, fraud, negligence or wilful misconduct.

We don't need to incur an expense or make a payment before enforcing this right of indemnity.

You must pay these amounts within ten business days after we ask for them.

### 16.5 Interest on overdue amounts

You must pay interest on any part of the total amount owing which is due for payment but which is not otherwise incurring interest.

The interest accrues daily from (and including) the due date up to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days (in a leap year, a year of 366 days). You must pay interest owing on demand.

Each month (or any other period we choose) we can add any overdue interest you haven't paid to the amount you owe us. You will then have to pay interest on the total amount.

### 16.6 Interest covered by a court order

If any amount you owe becomes covered by a court judgement or order, you must pay interest on that amount as a separate obligation.

The rate of interest is the higher of:

- the rate applying to any of the total amount owing under an agreement covered by this mortgage, and
- the rate in the court order.

### 16.7 When you are in default

A default occurs if:

#### Your financial circumstances

- a person is appointed to investigate or manage your or a guarantor's affairs
- anything happens that we reasonably believe affects your or a guarantor's ability to pay us the total amount owing or meet your or their obligations to us.

### Your actions or behaviour

- you or a guarantor do something you or they agreed not to do, or you or a guarantor don't do something you or they agreed to do
- you or a guarantor give us materially incorrect or misleading information or act fraudulently
- you or a guarantor fail to carry out in full an undertaking given within the period specified, or within seven days of our request
- you can't make the representations, warranties and declarations in **1.2 Your promises to us** and, if applicable to you, **15.10 Trustee declarations**
- we reasonably believe someone acted fraudulently in connection with this mortgage or any arrangement with us.

### The property

- we believe on reasonable grounds that urgent action is necessary to protect any property
- the value of any property materially decreases.

### The mortgage

- anything happens that we believe affects our rights or our ability to recover the total amount owing
- this mortgage is, becomes, or is claimed to be void or unenforceable.

### Default if you are a trustee

A default also occurs if you or a guarantor are a trustee and, without our previous written consent:

- a new or extra trustee is appointed
- the winding up of the trust starts for any reason
- the trust is held not to have been correctly constituted
- you or the guarantor are no longer authorised under the trust to hold the trust's property in your or their name, or to perform your or their obligations.

### Default if you are a corporation

A default also occurs if you or a guarantor are a corporation and:

- steps are taken to make you insolvent
- you become de-registered, or steps are taken to de-register you
- you cease to be a subsidiary of the corporation which is your holding company at the date of this mortgage, or a corporation ceases to be your subsidiary
- a transfer of shares in your capital, or a change of directors or company secretary occurs without our prior consent

- the status, capacity or composition of you, a borrower or a guarantor changes without our consent (e.g. if you are a partnership and it is dissolved, or you are a trustee and there is a change in trustee or the trust ends)
- a transfer of shares in your capital is registered
- new shares, convertible notes or options for shares in your capital are issued, or
- your capital is reduced or made capable of being called up only in certain circumstances.

### 16.8 What happens when you are in default

The notice period in **13.3 If the NCC doesn't apply** does not apply and is replaced with this clause.

You must pay the total amount owing when we demand it.

We don't have to give you notice or a grace period to fix the default before exercising any powers under this mortgage.

### 16.9 Treating as one account

If you or a guarantor have more than one account with us, either in your name only or with another person, we can treat these accounts as one to pay the total amount owing, unless an amount owed is genuinely in dispute.

### 16.10 Notice of subsequent security

If we receive notice (whether actual or constructive) of any subsequent security over or affecting any of the property, we can open a separate account in the borrower's name in our books.

Whether or not we actually open this account at the time, it will be considered to have been opened.

From that point on, any amounts we receive for a borrower will be considered as paid to that account.

We will only apply these amounts to the total amount owing if there is no debit balance in the account.

## 17. What the words mean

<b>agreement covered by this mortgage</b>	an agreement or other arrangement (including a deed) under which one or more of you incurs or owes obligations to us or under which we have rights against you, including any such agreement or arrangement which all of you acknowledge in writing to be an 'agreement covered by this mortgage'. It includes
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	any agreement or security assigned to us.
<b>arrangement with us</b>	an arrangement (including an agreement or a security interest) under which a borrower/guarantor has or could in the future have an obligation to us or any of our related entities. It includes any agreement or security interest assigned to us.
<b>attorney</b>	each attorney you appoint under <b>15.7 Power of attorney</b> .
<b>authorisation</b>	includes any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption prescribed by law or regulation or required by any government agency.
<b>Banking Code of Practice (BCOP)</b>	the Australian Banking Association's Banking Code of Practice including any amendments from time to time which have been published by the Australian Banking Association and formally adopted by us.
<b>borrower</b>	each person who is a borrower under an agreement covered by this mortgage.
<b>business day</b>	a day that is not (a) a Saturday or Sunday, or (b) a national public holiday.
<b>code</b>	each of the National Credit Code and the Banking Code of Practice.
<b>contaminant</b>	anything (including a liquid, solid, gas, odour, temperature, sound, vibration or radiation) that presents or could present a risk of harm to human health or the environment but excluding contaminants of a type ordinarily used on land of the same type as the property (e.g., cleaning products) that are managed reasonably, appropriately and in accordance with applicable instructions.

<b>controller</b>	has the meaning given to it in the Corporations Act.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>costs</b>	includes charges and expenses. It also includes costs, charges and expenses in connection with advisers (in the case of legal advisers, on a full indemnity basis or solicitor and own client basis, whichever is higher).
<b>crown lease</b>	the crown lease for the property (or, if the property is a unit in a unit plan, the unit plan relating to the property).
<b>default</b>	See <b>12 When you are in default</b> and <b>16.7 What happens when you are in default</b> if clause 16 applies to you.
<b>encumbrance</b>	any: <ul style="list-style-type: none"> <li>• security</li> <li>• right of set-off, assignment of income, garnishee order or monetary claim</li> <li>• notice under section 255 of the <i>Income Tax Assessment Act 1936</i> (Cth) or under section 260-5 of the <i>Taxation Administration Act 1953</i> (Cth) or under any similar provision of any law</li> <li>• right that a person (other than the registered proprietor) has to remove something from land (known as a profit à prendre), easement, public right of way or restrictive or positive covenant or lease, licence to use or occupy</li> <li>• equity, interest or writ of execution, or</li> <li>• any agreement to create any of them or allow them to exist.</li> </ul>

<b>enforcement proceedings</b>	<p>a person:</p> <ul style="list-style-type: none"> <li>• starting proceedings in a court to recover a debt or to recover possession of property subject to a security interest</li> <li>• otherwise enforcing a security interest by taking possession of property (or taking steps to do so) or exercising a power of sale or appointing receivers or voluntary administrators</li> <li>• applying to a court to appoint a provisional liquidator or a trustee in bankruptcy, or</li> <li>• enforcing a judgement against another person or their assets.</li> </ul>
<b>environment</b>	<p>components of the earth, including:</p> <ul style="list-style-type: none"> <li>• land, air and water</li> <li>• any layer of the atmosphere</li> <li>• any organic or inorganic matter and any living organism, and</li> <li>• human-made or modified structures and areas,</li> </ul> <p>and includes interacting natural ecosystems that include components referred to in the first three points above.</p>
<b>financial accounts</b>	<p>profit and loss accounts and balance sheets together with statements, reports and notes, including a director's report or an auditor's report, attached to or intended to be read with any of those profit and loss accounts or balance sheets.</p>
<b>governing body</b>	<p>each entity which manages or administers any shared scheme of which any property is part.</p>
<b>guarantee</b>	<p>any guarantee, indemnity, letter of credit, performance bond, legally</p>

	<p>binding letter of comfort, an option arrangement or suretyship, or any similar transaction or a combination of them.</p>
<b>guarantor</b>	<p>each person who guarantees payment of any part of the total amount owing.</p>
<b>insolvent</b>	<p>a person who:</p> <ul style="list-style-type: none"> <li>• is (or states that they are) an insolvent under administration or insolvent (each as defined in the Corporations Act)</li> <li>• has a controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of their property</li> <li>• is subject to any arrangement, assignment, moratorium or composition, or protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms we've approved)</li> <li>• has an application or order made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above</li> <li>• is taken (under section 459F of the Corporations Act) to have failed to</li> </ul>

	<p>comply with a statutory demand in the case of an individual, commits an act of bankruptcy, enters into a composition with their creditors, is declared or becomes bankrupt</p> <ul style="list-style-type: none"> <li>is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which we reasonably deduce they are so subject)</li> <li>is otherwise unable to pay their debts when they fall due</li> <li>has something substantially similar to any of the things referred to above happen to them under the law of any jurisdiction.</li> </ul>
<b>land</b>	<p>each one or more of the following which the context allows:</p> <ul style="list-style-type: none"> <li>the land which is the subject of the lease, and</li> <li>each fixture, fitting, structure or improvement on that land or fixed to it.</li> </ul>
<b>landlord</b>	your landlord or lessor under the lease.
<b>lease</b>	the lease, or if more than one, each lease described in this mortgage.
<b>licence</b>	any licence, permit, allocation, quota or authorisation (including to sell liquor, to discharge hazardous waste, to draw water or to develop and use the property) which allows activity to be carried out on or in connection with the property. It also includes a lease or any other allocation or right and any interest in a company trust, joint venture, co-

	operative or irrigation scheme you use or hold in connection with the use or supply of water on or to the property.
<b>mortgage</b>	the general conditions in this document and the mortgage form which incorporates these terms and conditions by reference (or to which these terms and conditions are attached or annexed).
<b>National Credit Code (NCC)</b>	the National Credit Code as set out in Schedule 1 of the <i>National Consumer Credit Protection Act 2009</i> (Cth) including any instruments made under that Schedule and Regulations made under that Act for the purposes of that Schedule (all as amended from time to time).
<b>own</b> (when used in relation to land)	being the registered proprietor, the registered holder, the registered crown lessee or the holder of an estate in fee simple.
<b>person</b>	includes an individual, a firm, a strata corporation, a body corporate, an unincorporated association and an authority.
<b>PPSA</b>	the <i>Personal Property Securities Act 2009</i> (Cth).
<b>PPSA law</b>	<ul style="list-style-type: none"> <li>the PPSA</li> <li>any regulation made under the PPSA, and</li> <li>any other legislation or regulation made to implement, or contemplated by, any PPSA law.</li> </ul>
<b>property</b>	<p>all of your rights, property and undertaking in each one or more of the following:</p> <ul style="list-style-type: none"> <li>the land described in this mortgage, or that is the subject of the lease, and</li> <li>each fixture, fitting, structure or improvement on that land or fixed to it, and</li> <li>your estate and</li> </ul>

	<ul style="list-style-type: none"> <li>interest in the land or the lease, and any licence or entitlement in connection with the land (in the case of a lease, only if the lease includes the right to this licence or entitlement).</li> </ul>
<b>proscribed person</b>	<p>A person who is, or who appears to us to:</p> <ul style="list-style-type: none"> <li>be a proscribed person or entity under the <i>Charter of the United Nations Act 1945</i> (Cth), or</li> <li>be in breach of the laws of any jurisdiction relating to money-laundering or counter-terrorism, or</li> <li>appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of another jurisdiction, or</li> <li>be declared or otherwise designated under any law relating to organised crime or gang activity, or</li> <li>act on behalf of, or for the benefit of, a person listed in above, or</li> <li>be closely connected to a person listed above.</li> </ul>
<b>receiver</b>	includes a receiver, or receiver and manager, and has the meaning given to it in the Corporations Act.
<b>security</b>	any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power or title retention arrangement and a security interest as defined in sections 12(1) or 12(2) of the PPSA. Security also includes a guarantee.

<b>security interest</b>	<p>any security for paying money or performing obligations including:</p> <ul style="list-style-type: none"> <li>a mortgage, charge, lien, pledge, trust or power or title retention arrangement or guarantee</li> <li>a 'security interest' as defined in the PPSA</li> <li>any document to grant or create anything referred to in either of these definitions and any other thing which gives a creditor priority to any other creditor for any asset or an interest in any asset.</li> </ul>
<b>shared scheme</b>	each scheme or plan regulated by a shared scheme law that affects the property. Examples of properties which are often part of a shared scheme are strata or stratum title home units and town houses and properties in integrated developments.
<b>shared scheme law</b>	<p>any legislation that provides for the:</p> <ul style="list-style-type: none"> <li>subdivision and development of land with shared property</li> <li>subdivision of buildings</li> <li>management of land which is subdivided and has shared property, or</li> <li>management of subdivided buildings.</li> </ul>
<b>taxes</b>	taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on our overall net income or if they were caused by the mistake, error, fraud, negligence or wilful misconduct of us or one of

	our agents or a receiver we've appointed.
<b>total amount owing</b>	<p>at any time, all money which one or more of you owe us, or will or may owe us in the future, including under this mortgage or an agreement covered by this mortgage. This definition applies:</p> <ul style="list-style-type: none"> <li>• regardless of the capacity in which you or we became entitled to or liable for the amount concerned</li> <li>• whether you or we are liable as principal borrower, as surety, or otherwise</li> <li>• whether you are liable alone, or together with another person</li> <li>• even if you owe an amount or obligation to us because it was assigned to us, whether or not: <ul style="list-style-type: none"> <li>– the assignment was before, at the same time as, or after this mortgage agreement is executed</li> <li>– you consented to or were aware of the assignment, or</li> <li>– the assigned obligation was secured <ul style="list-style-type: none"> <li>• even if this mortgage was</li> </ul> </li> </ul> </li> </ul>

	<p>assigned to us, whether or not:</p> <ul style="list-style-type: none"> <li>– you consented to or were aware of the assignment, or</li> <li>– any of the total amount owing was previously unsecured, and <ul style="list-style-type: none"> <li>• if you are a trustee, whether or not you have a right of indemnity from the trust fund.</li> </ul> </li> </ul> <p>A reference to the total amount owing also includes any part of it.</p>
<b>trust</b>	any and each trust of which you are the trustee (whether or not disclosed to us) including the trust (if any) described in the loan schedule. Trust deed means the deed of trust or settlement described in that item.
<b>we, us and our</b>	Bank of Queensland Limited ABN 32 009 656 740 Australian Credit Licence 244616, and its successors and assigns.
<b>works</b>	building work, excavation or earthworks on the property, work demolishing, removing or materially altering any part of the property, or any building or development work required by an authority in connection with the property.
<b>you and your</b>	the person or persons named in this mortgage as mortgagor. If there are more than one person, 'you' means each of them separately and all of them jointly. 'You' includes your successors and assigns. In the description of the total amount owing it also refers to you as so defined, whether alone or jointly and separately and whether as a principal or as a surety.

## 18. Interpretation

The following rules apply to the interpretation of this mortgage.

Reference to:

- a person includes the person's successors and assigns
- a thing includes all or part of that thing
- a document includes that document as changed or replaced from time to time
- any legislation includes the legislation as amended, repealed or replaced from time to time and any subordinate legislation made under it
- individuals includes corporations and the other way around
- a gender includes all other genders
- currency is to Australian dollars
- this mortgage is a reference to this mortgage (as varied from time to time) between you and us
- clauses are references to clauses in this mortgage
- the singular includes the plural and the other way around
- the ASIC Act is a reference to the Australian Securities and Investments Commission Act 2001 (Cth)
- the Corporations Act is a reference to the *Corporations Act 2001* (Cth).

Headings for clauses are included for guidance only and must not be used for interpretation.

Unless otherwise specified, a day ends at midnight under this mortgage.

The use of the word 'can' about any right or power we have under this mortgage indicates that we can exercise or not exercise the right or power at our discretion.

Words or phrases which are derived from words or phrases which are defined have a similar meaning to the defined term.

If you agree not to do something, you will also not attempt to do it, or permit or cause the thing to be done.

If two or more people are the mortgagor, one person being released from their promises does not release any of the others.

Unless defined in this mortgage, a term or expression which is used in this mortgage and which is defined in the PPSA has the meaning given to that term or expression in, or in the context of, the PPSA.



# **Finito. Terminado. Finírisma. Done.**

You made it! Now that you've read the fine print, hang on to this handy booklet.

In fact, put it somewhere safe so you can look stuff up if you need to.

Or, just refer to it for a bit of light reading.

# Questions?

We're always on the job. If you'd like further information on what you've just read, or to find out more about our straightforward, transparent products and genuine service, you know where we are. And if you don't, there's just two more lines to read.

**[mebank.com.au](https://mebank.com.au)**

**13 15 63**