

# Offer of Loan Terms

The meanings of important words used in this document are set out at the end of this Credit Contract under the heading “Definitions”

## 1. Offer

This Offer of Loan supersedes and revokes any previous offer made by the Bank to you for the Loan.

This Offer of Loan may only be accepted by you by signing and returning the Disbursement Authority and Acknowledgement Form to the Bank and by you accessing or drawing down the whole or any part of the Loan.

The Loan will be provided by the Bank by way of a single drawdown (which will include the amount of retained Credit Fees and Charges and Government Fees and charges). The Bank may in its discretion refuse to allow draw down of all or any part of the Loan where such refusal is reasonably necessary to protect the Bank’s Legitimate Interests.

The provisions of the Securities (if applicable) are incorporated into the Credit Contract with any necessary changes.

## 2. Calculation of Interest Charges

You must pay to the Bank interest calculated by applying the Daily Percentage Rate to the Unpaid Daily Balance of the Loan. Interest accrues daily and shall be debited to your Account in arrears on the Due Date each month.

If you pay out the Loan, or if you are in default and the Bank issues a notice in respect thereof, your Account will be debited with accrued interest.

Whenever interest is debited, the amount so debited does not include interest for the day of debiting.

The Bank may change the manner in which interest is calculated or applied under the Credit Contract, if reasonably necessary to protect the Bank’s Legitimate Interests. You will be notified in writing of any such change at least 30 days before the change takes effect.

## 3. Changes affecting Interest

### a. Loans with interest rates that can change

The Annual percentage rate can be changed by the Bank at any time before or after the Loan is drawn down. Details of the current Annual percentage rate applying to the Credit Contract can be obtained from the Bank by phoning 13 11 75.

You will be notified of any change in the Annual percentage rate or rates payable by either:

- i. a notice in a newspaper circulating throughout the State prior to the change taking effect; or
- ii. in writing not later than the day on which the change to the Annual percentage rate takes effect.

In the case of notice under sub-paragraph 3(i)(a) particulars of the change will be advised to you in writing before, with or on the next statement after the change takes effect.

### b. Fixed Rate Loans

If your Loan has a fixed rate of interest, the Annual Percentage Rate will be fixed for the Term of the Loan.

## 4. Repayments

You must repay the Loan to the Bank by the last day of the Term. You must pay all repayments on the date each repayment is due, as specified in writing by the Bank or if no date is specified, on demand.

The repayment amount is calculated by the Bank using the method specified in the Table.

You will be advised in writing of the actual repayment amount and the Due Date of the first repayment after any part of the Loan is disbursed.

The total number of repayments and the total amount of repayments (if applicable) referred to in the Table may change depending on the number, date and amount of repayments made by you.

## 5. Changes affecting Repayments

The amount, number, frequency or time for payment of, or the method of calculation of your repayments may be changed by the Bank in order to ensure the Loan is repaid in accordance with clause 4 and/or in order to protect the Bank’s Legitimate Interests.

The Bank will advise you in writing at least 20 days before any increase in your repayments takes effect.

## 6. Application of Payment

Unless the law otherwise requires, the Bank may appropriate any payment of money as it reasonably thinks fit to protect the Bank’s Legitimate Interests.

Payments by cheque, direct debit or other remittance received by the Bank shall be regarded as Uncleared Amounts until cleared.

## **7. Payment of Government Charges and Credit Fees and Charges**

You must pay to the Bank any Government fees and charges and Credit Fees and Charges and other Bank fees and charges relating to this Loan, immediately they are charged, paid, incurred or otherwise discharged by the Bank.

You must pay any Government fees and charges that are payable for the renewal of the registration of any Security required to be registered under this Credit Contract (if applicable).

In accepting this Offer of Loan, you authorise the debiting of all Credit Fees and Charges, Government fees and charges and other Bank fees and charges in respect of this Credit Contract to the Account, and unless the contrary is specified in this Credit Contract where required by law, you will be notified in writing of the debiting of such charges.

## **8. GST and No Set Off**

You agree, notwithstanding any other provision in the Credit Contract, to the fullest extent permitted by law:

- a. to indemnify the Bank against:
  - i. any GST liability the Bank or others pay or reimburse as a consequence of any action taken to enforce the Credit Contract or Security; and
  - ii. any loss the Bank incurs by reason of any GST being payable by the Bank on a Supply under the Credit Contract or Security which is not recovered under (b) or (c).
- b. that any amount payable to the Bank for a Supply by the Bank under the Credit Contract or Security will be increased by any applicable GST payable by the Bank (where necessary) but after allowance for any reduction required for by law;
- c. if you are required to reimburse the Bank for any amount the Bank has paid to a third party, that amount will be reduced by the tax credits available to the Bank before increasing that amount for any applicable GST;
- d. that any amount payable by you will take into account all monies the Bank is by law required to credit back to you;
- e. you agree not to deduct anything from any moneys payable under the Credit Contract or any Security. This means that you can not deduct anything that you claim the Bank owes or could in the future owe you;
- f. the Securities shall also secure any amount payable by you pursuant to the Credit Contract;
- g. that your account with the Bank may only be credited with the net amount of any sum received by the Bank after reduction by any GST payable by the Bank or others in accordance with this clause;
- h. should there be a dispute between you and the Bank as to any amounts payable under this clause then the Bank may appoint another person in good faith as an expert to determine the correct amount;

- i. should the Bank be part of a GST group, you agree that this clause will apply as if GST applied to the Bank and the Bank was entitled to any tax credits.

## **9. Changes affecting Credit Fees and Charges and Default Charges**

The Bank can change the Credit Fees and Charges, other Bank fees and charges and Default Charges and may impose new Credit Fees and Charges and can vary the frequency with which such Credit Fees and Charges are to be paid at any time, where it is reasonably necessary to comply with the law or any applicable code or to protect the Bank's Legitimate Interests.

You will be notified of the introduction of any new Credit Fees and Charges in writing no later than 30 days before any change takes effect.

You will be notified of any change in the amount of Credit Fees and Charges, other Bank fees and charges or Default Charges or a change in the frequency or time for payment of Credit Fees and Charges by either:

- a. notice in a newspaper circulating throughout the State no later than 20 days prior to the day on which the change takes place; or
- b. in writing not later than 20 days before any change takes effect.

In the case of notice under sub-paragraph 9(a) particulars of the change will be advised to you in writing before, with or on the next statement after the change takes effect.

## **10. Security Requirements**

A Security, as described in this Offer of Loan, has been or is to be given in favour of the Bank. Before the Bank will provide all or any part of the Loan, the Bank must be satisfied that it will have valid and enforceable Security and all title documents and other instruments necessary to enable the Bank to register its Security in any appropriate registry.

## **11. Account Security**

To the fullest extent permitted by law, where it is reasonably necessary to protect the Bank's Legitimate Interests, the Bank may:

- a. combine, consolidate or merge the Loan with or against; or
- b. set-off the Loan with or against; or
- c. freeze;

any of the following items:

- a. all or any part of any account or deposit of funds; or
- b. other arrangements under which the Bank may be indebted to you or any joint Borrower.

The Bank may exercise these rights even though:

- a. you are, or any joint Borrower is, acting as trustee in holding the account, deposit of funds or other arrangements; or

- b. the account, deposit funds, or other arrangement has not matured in any manner.

The Bank is authorised, where it is reasonably necessary to protect the Bank's Legitimate Interests, to:

- a. unilaterally vary the terms and conditions of any account, deposit of funds or other arrangements including acceleration of its maturity;
- b. debit, set off and charge any account with the whole or any part of the Loan; and
- c. not take account of any credit balance of any account;

despite any conditions to the contrary in respect of the account, deposit of funds or other arrangements.

You agree that:

- a. the Bank may exercise these rights without notice to any person unless required to do so by mandatory operation of law; and
- b. provisions of this clause shall not operate so as to affect or limit in any way any other rights, powers or remedies available to it, (including any Banker's right to combine accounts or a lien or charge arising by operation of law or by custom).

## 12. Statement of Account

A statement of account may be issued at least annually or at an earlier date if the Bank wishes.

If there are any errors or unauthorised transactions on your statement, contact the Bank immediately.

The Bank may not issue a statement if it is not required to do so by law.

## 13. Events of Default

If you are in any financial difficulty, you should advise the Bank, promptly.

If any one of the events listed below occurs it is an Event of Default under this Credit Contract:

- a. failure by you to pay or repay the Loan in accordance with the terms and conditions of the Credit Contract; or
- b. failure by you and any joint Borrower provider to comply with any of the terms and conditions of the Credit Contract; or
- c. you or any joint Borrower providing incorrect, misleading or untrue information material to the Bank's decision to offer to you the Loan; or
- d. an event of default occurring under any Security provided to the Bank under the Credit Contract; or
- e. you become insolvent; or
- f. you die or become incapable of managing your affairs.

## 14. Powers of the Bank on Default

If:

- a. there is an Event of Default ; and,
- b. the default is not remedied within the notice period required by law, (if any) then, at the Bank's discretion, the Loan shall become payable immediately. You will be notified in writing if the Bank requires the Loan to be repaid immediately.

In addition, the Bank may exercise any other powers conferred on it by law or the Credit Contract.

## 15. Default Charge

The Bank will determine, having regard to its Legitimate Interests, whether the Default Charge will be calculated as Default Interest or an Arrears Administration Fee.

### a. Default Interest

Where Default Interest is charged it will be charged on the amount in default (the entire loan balance) for the period the default continues, in addition to the interest charged under clause 2. Default Interest shall accrue daily and shall be debited upon payout of the Amount Owing.

Whenever Default Interest is debited, the amount so debited does not include interest for the day of debiting.

### b. Arrears Administration Fee

The amount referred to in the Table will be charged each month that there is a default in repayment.

The Arrears Administration Fee will be debited to your Account seven (7) days after the Due Date in any month in which the Default Charge has accrued.

Where the Loan is repaid in full, any accrued Arrears Administration Fee will be debited on the day of payout of the Amount Owing.

## 16. Enforcement Expenses

Enforcement expenses may become payable under this Credit Contract, if an Event of Default occurs. Any enforcement expense which the Bank reasonably incurs or expends in enforcing the Credit Contract, including all legal costs and all reasonable expenses incurred by the use of the Bank's staff and facilities, will be debited to the Account after the day on which the enforcement expense is incurred. You will be notified in writing of any enforcement expense on the next statement, after the enforcement expense is incurred and you agree to pay those enforcement expenses immediately on the date of debiting to the Account.

## 17. Changes to the Loan

The terms and conditions of this Credit Contract may not be changed unless agreed to in writing by the Bank.

The Bank will provide written particulars of the changed terms and conditions of this Credit Contract as required by law.

The Bank may change any term or condition that applies to your Credit Contract. Except where a right for the Bank to make such a change is provided for elsewhere in this Credit Contract, the Bank will only make such changes where it is reasonably necessary to comply with the law or any applicable code or is reasonably necessary to protect the Bank's Legitimate Interests. You will be notified of any change in the terms and conditions in writing at least 30 days before the change takes effect, unless a shorter period of notice is specified elsewhere in this Credit Contract or is permitted by law.

## 18. Adjustments

You agree that your Account may be adjusted by the Bank from time to time as permitted by the National Credit Code.

## 19. Separate Notices

Certain notices are required by law to be sent to each of you, unless the law permits all of you to nominate one person to receive notices or documents on behalf of all of you. A notice or document (other than a default notice) given to the nominated person shall be taken to have been given to all of you.

In these circumstances all notices will be sent to you at the nominated address. If you require more than one copy of the notice to be sent you may be charged a fee.

## 20. Notices

You must notify the Bank in writing within 7 days of any change in your address.

Any notice or other document may be given by the Bank by sending it to the last known address of the nominated person or where there is no nominated person, by sending it to your last known address and any such notice or document shall be taken to have been received on the date it would have been delivered in the ordinary course of post.

## 21. Code of Banking Practice

The relevant provisions of the Code of Banking Practice apply to this Credit Contract.

General descriptive information about:-

- a. account opening procedures;
- b. our obligations regarding the confidentiality of your information;
- c. complaint handling procedures;
- d. bank cheques; and
- e. the advisability of you reading the terms and conditions applying to this loan;

is available on request from any branch or office of the Bank.

## 22. Governing Law

This Credit Contract shall be governed by the law of Queensland.

## 23. Time of the Essence

Time shall be of the essence in respect of all your obligations under this Credit Contract.

## 24. Reading Down and Severance

- a. If apart from the operation of this clause 23, the application of a mandatory law or code applicable to this Credit Contract would apply to a particular provision so that it would make that provision void, unenforceable or in breach of the applicable law or code, then the relevant provision will be:
  - i. read down; and
  - ii. construed as if it were varied so the Bank is not required or permitted to apply or rely on that provision in a manner or to an extent that is inconsistent with that law or code.
- b. 23(a) prevails over any other provision in this Credit Contract;
- c. If, despite this clause 23 any provision is void, unenforceable or remains in breach of a law or code referred to in clause 23(a), then that provision will be treated as ineffective and severed to the extent only that the provision is void, unenforceable or in breach but without invalidating the other parts of this Credit Contract.

## 25. Withdrawal of Offer

The Bank reserves the right to change this Offer of Loan at any time before you accept it or withdraw this Offer of Loan where material circumstances or facts arise which are prejudicial to the Bank or if you have not drawn the Loan within one month from the date of this Offer of Loan.

## 26. Definitions

Unless repugnant to the context, words have the following meanings:

**"Account"** or "Loan Account" or Loan means the account/s identified in the Table or by any subsequent account number which the Bank notifies you of.

**"Adjustment"** means any refund or credit to your loan account processed by the Bank from time to time and contemplated in clause 18 above.

**"Annual percentage rate"** means the interest rate specified as such in this Credit Contract as applicable to this Loan from time to time.

**"Arrears"** means the amount by which you are behind in your repayments. It is calculated using the following formula:

$$\text{Arrears} = B - A$$

A is the amount of repayments that you have actually made at that time;

B is the amount of the repayments you have been required to pay under the Credit Contract at that time.

**“Arrears Administration fee”** means a fee which covers the administration costs as a result of a default in payment, but does not include enforcement or recovery costs or expenses.

**“Balance Owing”** means the difference between all amounts that have been credited and all amounts that have been debited to your Loan Account at the time of the calculation.

**“the Bank”** means Suncorp-Metway Ltd ABN 66 010 831 722 Australian Credit Licence 229882, its successors and assigns.

**“Borrower”** means the Borrowers named in the Table, individually and collectively and their successors and assigns.

**“Business Day”** means a day other than Saturday, Sunday or a public holiday that the Bank is open for business in the State.

**“Credit Contract”** means the Table and Offer of Loan Terms.

**“Credit Fees and Charges”** means fees and charges payable in connection with the Loan, but does not include:

- interest;
- government charges and duties on receipts or withdrawals;
- enforcement expenses; or
- fees payable whether or not credit is provided where credit and debit facilities are available.

**“Daily Percentage Rate”** means the annual percentage rate specified in the Table divided by 365.

**“Default Charge”** means a charge that applies if an Event of Default in repayment occurs.

**“Default Interest”** means the interest calculated at the default rate referred to in the Table in the manner specified in the Credit Contract.

**“Disclosure Date”** means the date specified as the Disclosure Date in the Table.

**“Drawing down”, “Drawn”, “Drawn Down”** means obtaining credit by accessing all or any part of the Loan.

**“Due Date”** means the date each month that repayments are due. If in the month there is no day corresponding to the Due Date, the Due Date for that month is the last day of the month. If your repayment is disbursed on the last day of any month, the Due Date will be the last day of each subsequent month.

**“End of the Day”** means the time each day after all transactions for that day have been posted to the Account but before interest is calculated and accrued.

**“Event of Default”** means any one of the events referred to in this Offer of Loan under the heading “Events of Default”.

**“Fee Due Date”** means the date each month that your Credit Fees and Charges are payable. You will be advised in writing of the Fee Due Date after any part of the Loan is disbursed.

**“Fixed Interest Period”** means any period of the Term calculated in months where the annual percentage rate is fixed.

**“Freeze”** includes a refusal by the Bank to meet any further drawings from any account in the books of the Bank.

**“Government fees and charges”** means all amounts charged by governments in connection with the Loan and the Account, including but not limited to, Stamp Duty, registration fees and bank account debits tax.

**“GST”** means only goods and services tax imposed by legislation on supply (without regard to any input tax credit).

**“Insolvent”** means your inability, in the Bank’s opinion, to pay your debts as and when they become due and owing.

**“Internet Banking”** means the Bank’s Internet banking facility.

**“Interest Charges”** means interest charges calculated under clause 2 of the Offer of Loan Terms.

**“Legitimate Interests”** includes the Bank’s legitimate business needs, prudential requirements and/or security requirements (including any reasonable response to material changes to the Bank’s business or systems).

**“Loan”** means the Amount of Credit specified in the Table and any other moneys owing, including interest, Credit Fees and Charges and any other moneys which become due, owing and/or payable to the Bank under the terms of this Credit Contract.

**“Month”** means calendar month.

**“National Credit Code”** means the National Credit Code contained in Schedule 1 of the National Consumer Credit Protection Act 2009 or any other credit legislation that applies to the Credit Contract.

**“Office of Fair Trading”** means the government body responsible for registering Bills of Sale or personal mortgages.

**“Offer of Loan”** means the offer of the loan by the Bank to you on the terms and conditions set out in the Credit Contract.

**“PPSR”** means the personal properties securities register administered by the Insolvency Trustee of Australia.

**“Registration Fees”** means Government fees and charges for registration of interests in vehicles or other goods or land, searching the register of interests in goods or land and/or Government fees and charges of a similar nature including but not limited to fees charged for requisitions.

**“Security”** or **“Securities”** means any Mortgage, Guarantee, Agreement, Instrument or other document specified in this Offer of Loan or required to be given by you or any joint borrower in favour of the Bank to secure the Loan.

**“Settlement”** means the first day the Loan or any part of it is drawn down.

**“State”** means the State or Territory specified in this Offer of Loan.

**“Stamp Duty”** means government mortgage charges, mortgage duty, loan security duty, duty on receipts or transactions and Government fees and charges of a similar nature.

**“Stamps Office”** means the government body empowered to collect Stamp Duty.

**“Supply”** shall have the same meaning in this Offer of Loan as it has in the law imposing the GST.

**“Table”** means the Borrower Information Table attached to and forming part of the Credit Contract.

**“Term”** means the period from the date that the whole or any part of the Loan is drawn down to the last day of the period specified in the Table under the heading ‘Term of Loan’.

**“Today’s Value”** means net present value calculated using standard Banking Industry formula.

**“Total Borrowed”** means the funds available to the Borrower and referred to in Clause 2 of the Borrower Information Table.

**“Unclear Amount”** means the amount of any repayments made to the Loan, where the funds are not yet available in relation to those repayments. For example, this may include repayments made by cheque or direct debit, or some cash payments made at some approved agencies. For full details of affected payments and standard clearance times, please phone the Bank on 13 11 75.

**“Unpaid Daily Balance”** means the balance of the Account at the End of the Day.

**“Variation”** means any change made to the Loan at your request.

**“You/Your”** means the Borrower.

A reference to a person includes a corporation whether incorporated or not.

Singular includes the plural and vice versa.

Words importing one gender include all other genders.

If there is any inconsistency between the Securities and the Offer of Loan, the Offer of Loan shall prevail to the extent of such inconsistencies.

A reference to any government department or other body includes any other body empowered to perform the relevant duties.

A reference to any law includes any ordinance, regulation, rule or by-law made under or pursuant to such law and all variations, amendments, consolidations or substitutions of that law from time to time.