

## TERMS AND CONDITIONS MONTHLY LOAN CONTRACT

### 1. Making the loan

- 1.1** By signing this Loan Agreement, you agree to borrow the amount of credit on the terms specified in this document. This Loan Agreement becomes binding on you when you sign, irrespective of any payment of money or delivery of goods.
- 1.2** We reserve the right to withdraw from this transaction if you do not comply with any of the conditions of our offer. We also reserve the right to withdraw if this offer is not accepted within 14 days from the Disclosure Date or if the initial drawdown does not occur within 20 days of the Disclosure Date, or if anything occurs which in our opinion makes settlement undesirable.

### 2. Repayments

- 2.1** You must make all payments on the due date. In addition to making any repayments specified in the Schedule, on the Final Repayment Date you must pay to us the total amount you owe us. The Final Repayment Date is the date set out in the Schedule, or such other date which we agree with you. The 'total amount you owe us' means, in respect of each account, the total amount outstanding from time to time and includes all interest, fees and charges including any fees or other amounts which become due on final repayment.
- 2.2** Repayments are to be made as directed by us. You must sign any forms required by us to effect repayments. Repayments must be made in full, without any deduction or set-off for any amount we owe you.
- 2.3** If any repayment is due to be made on a day which is not a business day, the repayment must be made on the next business day. If any repayment is due on a date which does not exist (for example 31 June) the repayment is due on the last day of the month.
- 2.4** If you use direct debit to make payments under your Loan Agreement, you must not cancel the direct debit authorisation or close the account without making alternate arrangements.
- If any direct debit or cheque used for repayment is dishonoured, the repayment will be treated as not having been made.
- 2.5** We can apply any payment to any amount you owe us in any order we determine.
- 2.6** If you have more than one account with us and you make a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the accounts as we decide.
- 2.7** We will not pay interest on any credit balance in your account.

- 2.8** You may repay early the whole or any part of the amount owing at any time before the Final Repayment Date.

### 3. Monthly credit fee

- 3.1** If you do not repay by the Final Repayment Date, the monthly credit fee is debited to your account at the commencement of each monthly anniversary of your Loan Date. This does not affect your obligation to repay the loan in full on the Final Repayment Date. You will be in default of your repayment obligations after the Final Repayment Date. All fees are not refundable.

### 4. When there is default

If any one or more of the following occur we may decide default has occurred. You must ensure default does not occur.

- (a) There is default of any term or condition of this Loan Agreement.
- (b) Any representation made by you to our agents or us proves to be untrue or misleading.
- (c) You become bankrupt or are jailed.
- (d) You breach any material undertaking given at any time to us.

### 5. Our rights on default

At any time after default occurs, we can take any of the following actions after giving any notice required by law and, if required by law, the period specified in the notice has passed and the default has not been rectified.

- (a) Demand and require immediate payment of any money due under this Loan Agreement.
- (b) Call up the loan and require payment of the entire balance owing under this Loan Agreement.
- (c) Terminate this Loan Agreement.

We can take action even if we do not do so promptly after the default occurs; so long as the default remains and notice as required by law is given.

If you default under this Loan Agreement, the maximum amount we can recover from you is twice the adjusted credit amount. In addition, we are still entitled to recover reasonable enforcement expenses.

### 6. Enforcement expenses

Enforcement expenses may become payable under the Loan Agreement if you default. You must pay on demand and we may debit your account with our costs in connection with any exercise or non-exercise of rights arising from any default, including:

- (a) legal costs and expenses on a full indemnity basis, or solicitor and own client basis, whichever is higher;
- (b) our internal costs.

These costs will not exceed our reasonable enforcement costs including internal costs.

If you default at any time, we may elect not to charge default fees at that time. However, in these cases we reserve the right to charge a default fee at a later time, including after the loan is repaid in full.

## 7. General matters

### 7.1 Our certificate

A certificate signed by us or on our behalf as to an amount payable by you is conclusive and binding on you. In providing any certificate, we must act reasonably.

### 7.2 How we can deal with this Loan Agreement

We may assign, novate, or otherwise deal with our rights and obligations under this Loan Agreement in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with this Loan Agreement. Of course, any dealing with our rights does not change your obligations under this Loan Agreement in any way.

### 7.3 Blanks

You agree that we may fill in any blanks in any document related to the Loan Agreement (such as an acknowledgment or date).

### 7.4 Consumer legislation

To the extent that this Loan Agreement is regulated under consumer legislation (e.g. the National Credit Code), any provisions which do not comply with that legislation have no effect, and to the extent necessary, this Loan Agreement is to be read so it does not impose obligations prohibited by that legislation.

We encourage you to obtain independent legal advice and independent financial advice.

### 7.5 Notices

We may give you a notice by personal delivery, prepaid ordinary post, facsimile or email sent to your address shown on your Loan Agreement, or sent to your last address known to us. We may also give a notice in any other way authorised by law.

The notice may be signed by any employee, solicitor, or agent on our behalf.

### 7.6 Updated details

You must tell us if you change your residential, postal or email address, or if you think there is any

information that we should be aware of about your ability to comply with your Loan Agreement.

### 7.7 Joint borrowers

If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means we may sue any one of you for the total amount you owe us.

References to a person includes companies and trusts and any other kind of body.

You agree that each borrower can bind each other borrower. Each other borrower and any guarantor will be liable even though they did not know about or did not agree to the transaction.

**WARNING. This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.**

### 7.8 Jurisdiction

This Loan Agreement is governed by the laws in the Australian state in which the borrower resides unless agreed by us, or not appropriate.

### 7.9 Internal dispute resolution

We hope you are delighted with our services, but if you have any complaints you should notify us by contacting our Complaints Officer by:

- Telephone: 1300 034 626
- Website:  
[www.cashtrain.com.au](http://www.cashtrain.com.au)
- E-mailing:  
[complaints@commitco.com.au](mailto:complaints@commitco.com.au)
- Writing to:  
c/o Complaints Officer,  
Level 4/35 Prowse Street,  
West Perth, WA, 6005

or by speaking to any representative of our business who will do everything they can to rectify your problem immediately. You should explain the details of your complaint as clearly as you can.

You may do this verbally or in writing. When we receive a complaint, we will attempt to resolve it promptly. We hope that in this way we will stop any unnecessary and inappropriate escalation of minor complaints.

### 7.10 Interpretation

In this Loan Agreement:

- (a) a reference to the singular includes the plural;
- (b) reference to a document includes any variation or replacement of it; and
- (c) headings in this agreement are for ease of reference only and not to assist interpretation.

## ACKNOWLEDGMENT

You acknowledge the terms and conditions of this contract including the Schedule, and agree to be bound by the terms and conditions of this contract by clicking 'I accept this offer of a loan' on the relevant link.

### IMPORTANT

#### BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: **"THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT"**.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not** sign this contract document if there is anything you do not understand.

#### THINGS YOU MUST KNOW

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. However, if this contract says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early

**This notice is prescribed by law. Not all of the information may be relevant to you.**

### 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 in a newspaper.
- 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 we do not reach agreement on your complaint, you may refer the complaint to our external dispute resolution provider:

- AFCA (Australian Financial Complaints Authority) by phone: **1800 931 678** or online at [www.afca.org.au](http://www.afca.org.au)

AFCA are a member of the ASIC Approved External Dispute Resolution (EDR) Scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

**Insurance**

**10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

**11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

**Mortgages**

**15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16. Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

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

See the answers to questions 22 and 23.

Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first; OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact 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 below in question 25.

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

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the 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 (AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY) 1800 931 678, BY EMAIL [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU) OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.**

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