

FIXED INTEREST RATE LOAN - TERMS AND CONDITIONS

NB. Your contract for a Fixed Interest Loan from us is made up of these Terms and Conditions and the Contract Schedule ("Schedule") which sets out the particulars of the loan. By signing and returning the Schedule to us you agree to be bound by the relevant terms set out in both documents. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the terms of the Schedule will prevail. Please read both documents carefully.

1. The Loan

If we accept your offer, as set out in the Schedule, we will lend you the Total Amount of Credit stated in the Schedule and distribute it as provided for in the Schedule.

2. Repaying the Loan

You must repay the Total Amount of Credit, interest charges (if applicable) and other amounts we are authorised by this contract to debit to your loan account, in accordance with this contract.

3. Annual Percentage Rate

The annual percentage rate or rates that apply under the contract are set out in the Schedule.

4. Term of Loan

Your loan has an Interest Free Period for the period stated in the Schedule.

If you do not repay the unpaid balance of your loan account in full by the expiration of the Interest Free Period, the loan will continue for a period, at your option, of 6, 12, 24, 30, 36, 42 or 48 months, from the date of expiration of the Interest Free Period. To select the term you want, you must complete and sign the form headed "Loan Term Nomination" set out at the end of this booklet and provide it to us by the expiration of the Interest Free Period applicable to your loan. Upon receipt of your nomination, we will advise you in writing of the repayments which you will be required to make to repay your loan over the nominated term.

If you would like to discuss the likely repayments and interest charges for various terms available to you before making a selection, please contact us on 1300 132 301.

5. How is interest calculated?

We calculate interest payable by you by applying the daily percentage rate of interest to the unpaid daily balances under this contract. The unpaid daily balance is the amount you owe us at the end of any particular day (Sydney time), and is the difference between all amounts credited and all amounts debited to your account at the end of the day on any particular day. The daily percentage rate is determined by dividing the annual percentage rate by 365. This interest accrues daily and is debited to your account calendar monthly in arrears immediately after the last day of each calendar month. When you pay all the monies owing under this contract, interest for the period from the last debit date up to but excluding the payout date will be debited on the payout date. Under this contract, accrued interest debited on a day will not include interest relating to that day.

6. Repayments

You must make the repayments in the amounts and when required by the Schedule, or otherwise by the contract or us.

The Schedule specifies the repayments and the Total Amount of Interest Charges for a loan term of 48 months. Those figures are based on the assumption of a loan term of 48 months after the expiration of the Interest Free Period, that all repayments are made on time over that term and that no amounts other than Total Amount of Credit are debited to the loan account during that term. If, after the expiration of the Interest Free Period, you select a loan term other than 48 months, we will advise you in writing of the repayments to be made over the nominated term.

If a repayment falls due on a day which is not a business day or on the 29th, 30th, or 31st of month that does not include such a day, the repayment will be due on the next business date.

You must pay the balance owing under this contract on the date the final repayment is due or,

if the contract is terminated earlier, on the day of termination. You agree not to deduct anything from such payment. This means you cannot deduct anything you claim we owe or could in the future owe you.

You may make repayments to us by any of the following means:

- i) in person, at our address shown on the front of this document;
- ii) by direct debit bank transfer (if you have completed a Direct Debit Request)
- iii) by telephoning our office with your credit card details; or
- iv) by cheque.

7. Fees and Charges

You must pay us the fees and charges that are or may become payable under the contract and must do so when required by the Schedule or otherwise by the contract or us. We may debit the fees and charges to your loan account when they are payable.

If we incur any government tax or other charge imposed by law in respect of the contract or the operation of the loan account, you must pay us an amount equal to the charge calculated in accordance with the methods prescribed from time to time by any relevant legislation.

8. Changes to the contract and notification

We may change the contract at any time without your consent as follows:-

- i) we cannot change the annual percentage rate/s;
- ii) we can change the manner in which the interest is calculated or applied, impose a new fee or charge, change the amount, frequency or time for payment of a fee or charge or of a repayment, or change any other term or condition that applies to the contract.
- iii) if the change does not reduce your obligations or does not extend the time for payment, we will give you 20 days' prior written notice of change. For other changes we will give notice no later than the day on which change is to take effect.

9. We may adjust your account balances

We may, subject to the Consumer Credit Code, adjust the balance in your account to take account of any processing error or because of the dishonouring of a repayment. We may also, subject to the Consumer Credit Code, adjust the balance of your account so as to accurately reflect the legal obligations between you and us. We can do that whether the adjustment favours you or us. We can apply any payment in any way we consider appropriate.

10. Commissions paid to or by us

A commission is payable by the first of the persons named as "Recipient" in the Schedule to each of us and to the sales consultant named in the Schedule, for the introduction of credit business. The amount of commission payable is unascertainable as at the Disclosure date of information.

11. Things you must not do

You must not;

- i) commit an act of bankruptcy; or
- ii) fail to pay us on time any money you have to pay us under this contract; or
- iii) pay any repayment/s with a cheque, direct debit or other instrument that is subsequently dishonoured by a bank; or
- iv) fail to comply with any condition of this contract; or
- v) make any material false or misleading representation to us.

12. We may end this contract in certain circumstances

We are entitled to give you a written notice requiring you to correct any default of this contract. If you don't do the things specified in the written notice within 30 days we can require you to pay us whatever money you owe to us under the contract, including any enforcement expense. You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another of the same type. The money you owe to us includes the unpaid balance of the loan, any other accrued

interest, any fees and charges due and owing and any enforcement expenses. If the law does not require us to do so, we do not have to give you a written notice before we can require you to pay us whatever money you owe to us under this contract. In addition, subject to the Consumer Credit Code, we may exercise our other rights under this contract, and any right available to us under law.

13. Enforcement expenses

Enforcement expenses may become payable under this contract in the event of a breach. We may debit these expenses to your account. They will become immediately due for payment once debited. Enforcement expenses may include solicitor's legal costs and the reasonable expenses of our staff and our facilities incurred in relation to any enforcement.

14. Change of circumstances and address

You must tell us promptly if you change your residential or postal address, or if you think there is any information that we should be aware of about your ability to comply with this contract.

15. Notices

Any notice or demand given by us under this contract or required by law may be given in writing, can be signed by any of our officers, and can be delivered personally or by pre-paid mail to the address you have nominated for delivery of notices, or if no such address has been nominated by you, your address as last known to us. Any such notice or demand shall be deemed to have been received by you when it would have been delivered in the ordinary course of post.

16. Joint and several liability

If you are two or more persons, your obligations as debtors are both joint and several.

17. Date of Contract

This contract takes effect on the date that we accept your offer to borrow ("Acceptance Date").

18. Assignment

We may deal with, assign or transfer to any person or company any of our rights and interests under this contract.

19. Consumer Credit Code and other laws

The contract is subject to the laws of the State or Territory in which you ordinarily reside on the date you sign it. Where there is more than one borrower and you do not all ordinarily reside in the one State or Territory, the contract is subject to the laws of the State or Territory in which the loan is advanced.

To the extent that any provisions or parts of this loan contract are inconsistent with the Consumer Credit Code or other laws, they will be deleted so that the rest of the contract shall remain valid and enforceable. All disclosures under this contract are made on the basis of assumptions permitted by the Consumer Credit Code.

20. Your acknowledgements

You agree that, before you signed this contract, you received;

- i) a pre-contractual statement made up of a financial table and a copy of this contract for you to keep, and
- ii) the information statement telling you of things you should know about your proposed credit contract.

21. Warranties

You agree that all statements made and documents provided in connection with the application to us for the loan and all representations which you have made or may make to us during the term of the loan are true and correct. You acknowledge that we have relied upon the correctness of those statements, documents or representations in entering into the contract and will continue to do so in our dealings with you.

22. Our rights

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it, whether or not it is caused by our negligence.

Form 2
INFORMATION STATEMENT
THINGS YOU SHOULD KNOW ABOUT
YOUR PROPOSED CREDIT CONTRACT

The 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 your credit provider and, if you still have concerns, your Government Consumer Agency, or get legal advice.

THE CONTRACT

1. How can I get details of my proposed credit contract?
Your credit provider must give you a pre contractual statement containing certain information about your contract. The pre contractual statement, and this document, must be given to you before –
 - Your contract is entered into; or
 - You make an offer to enter into the contract; whichever happens first.
2. How can I get a copy of the final contract?
If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.
Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.
If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy –
 - Within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
 - Otherwise within 30 days of your written request.

3. Can I terminate the contract?
Yes. You can terminate the contract by writing to the credit provider so long as –
 - You have not obtained any credit under the contract; or
 - A card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.However, you will still have to pay any fees or charges incurred before you terminated the contract.
4. Can I pay my credit contract out early?
Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.
5. How can I find out the payout figure?
You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.
Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.
6. Will I pay less interest if I pay out my contract early?
Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.
7. Can my contract be changed by my credit provider?
Yes, but only if your contract says so.
8. Will I be told in advance if my credit provider is going to make a change in the contract?
That depends on the type of change. For example;
 - You get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.

- You get 20 days 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 arrangements. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

INSURANCE

10. Do I have to take out insurance?
Your credit provider can insist you take 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 of property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.
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 your insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all of 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.

GENERAL

15. What do I do if I cannot make a repayment?
Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways, for example-
- To extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
 - To simply defer payments for a specified period.
16. What if my credit provider and I cannot agree on a suitable arrangement?
If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.
You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to do this.
There are other people, such as financial counsellors who may be able to help.
17. Can my credit provider take action against me?
Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you

are being unduly harassed or threatened, contact your Government Consumer Agency or the Trade Practices Commission, or get legal advice.

18. 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 DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Comparison Rate Schedule - customerChoice Fixed Loan Contract

Loan Terms and Amount

TYPE Secured or Unsecured	Annual % Rate	\$ 5,000		\$ 10,000		\$ 15,000		\$ 20,000	
		2YRS	3YRS	2YRS	3YRS	4YRS	4YRS	4YRS	4YRS
Unsecured	19%	22.67%	21.36%	20.45%	20.09%				
Unsecured	20%	23.69%	22.37%	21.47%	21.10%				
Unsecured	21%	24.70%	23.39%	22.48%	22.11%				
Unsecured	22%	25.72%	24.40%	23.49%	23.12%				
Unsecured	23%	26.74%	25.42%	24.50%	24.13%				
Unsecured	24%	27.75%	26.43%	25.51%	25.14%				

WARNING: This comparison rate applies only to the example or examples given. Different amounts and terms will result in different comparison rates. Costs such as redraw fees or early repayment fees, and cost savings such as fee waivers, are not included in the comparison rate but influence the cost of the loan.