

Summary of changes to your Important Information about Credit Facilities and Mortgage Memorandum

We have updated and refreshed our Important Information about Credit Facilities (which includes Terms and Conditions for Credit Facilities) and Mortgage Memorandum:

- to ensure that our terms are clear and easy to understand, and are in line with industry practice;
- to ensure compliance with the Customer Owned Banking Code of Practice;
- to remove any terms that may be considered unfair contract terms under the unfair contract terms legislation; and
- as a result of the merger between Newcastle Permanent and Greater Bank.

For new customers, your Newcastle Permanent credit facility will be subject to the **Important Information about Credit Facilities** dated 31 October 2023 (**Updated Terms and Conditions**).

A copy of the Updated Terms and Conditions is available at newcastlepermanent.com.au/tools-and-services/terms-and-conditions. Please read these carefully. If you would like a paper copy of the Updated Terms and Conditions, or if you have any questions, please contact us on 13 19 87 (Monday to Friday 8am to 6pm and Saturday 9am to 2pm) or enquiries@newcastlepermanent.com.au.

Except as specified in this document, there are no changes to your interest rate, your repayment amount, how we calculate interest, when your repayments are due, when we debit interest, or how you operate your credit facility account(s) as a result of this change.

Part A – Summary of the key changes to your Important Information about Credit Facilities

This is a summary of the key changes we have made to our Important Information about Credit Facilities which you should know about. This summary does not set out every change that has been made in detail, but provides an overview of the key changes to the terms and conditions. Reading this summary does not replace reading the Important Information about Credit Facilities in full.

GENERAL CHANGES	
Corporate name	References to our corporate name are updated to 'Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd', references to 'the Society' are updated to 'us' and other corresponding changes to our name are updated.
Document references	References to the document titled 'Terms and Conditions for Credit Facilities' are updated with the title 'Important Information about Credit Facilities'.
Documents that make up your loan contract	Your 'loan contract' comprises the: <ul style="list-style-type: none">– Credit Facility Schedule; and– Important Information about Credit Facilities. This means that the Account Access Terms and Conditions do not form part of your loan contract. However, you must still comply with the Account Access Terms and Conditions.
'IMPORTANT' boxes	We have set out key terms that you should be aware of in bold text in boxes with a 'IMPORTANT' to draw your attention to these important terms. These boxes do not replace reading the term in full.
Customer Owned Banking Code of Practice	The provisions of the Customer Owned Banking Code of Practice may apply to this contract.
Unfair contract terms	We have removed or amended terms that may be considered unfair contract terms under the unfair contract terms legislation.
Removed of duplicated terms	We have removed a number of clauses where this information duplicates information included in your Credit Facility Schedule.
Definitions	We have <i>italicised</i> defined terms, and added some definitions to aid your understanding of the Terms and Conditions.
SPECIFIC CHANGES	
What we lend and when	We have clarified when we will lend you the amount of credit and when we can debit amounts we lend you to your credit facility. See clause 1 of the Updated Terms and Conditions.
Joint accounts	We have clarified that joint borrowers are jointly and severally liable, and how we approve redraw requests for joint borrowers including an obligation to comply with a request for all borrowers to approval future withdrawals and for redraw to be suspended on request. See clause 3 of the Updated Terms and Conditions.
Interest charges	We have clarified and improved wording with respect to how interest is charged and debited. See clause 5 of the Updated Terms and Conditions.
What you must pay and when	We have clarified and improved wording with respect to how payments must be made and how payments are credited, including that if you make a payment without telling us how it is to be applied, we can apply it as we think fit. See clause 7 of the Updated Terms and Conditions.
Combination of accounts	We have clarified our rights to set-off and combine your accounts, including our right to do this across our brands. See clause 8 of the Updated Terms and Conditions.
Changes to your loan contract	We have clarified the types of changes we may make to your loan contract and how much notice we will give you if we vary your loan contract. We have also added that if you are not satisfied with any change to your loan contract, you may repay your credit facility. See clause 9 of the Updated Terms and Conditions.
Repayment on demand	We have added an obligation for us to provide you with 90 days notice should we require you to repay your credit facility on demand.

Default interest	<p>We have clarified that default interest is payable:</p> <ul style="list-style-type: none"> – on any amount due that is not paid on the due date until the overdue amount plus the default interest on that amount is paid; – the whole of the amount you owe us if that amount becomes due for any reason; and – any amount owing because you have drawn more than the amount available for redraw or because you have exceeded the credit limit of your credit facility. <p>We have clarified how default interest is calculated and paid. See clause 14 of the Updated Terms and Conditions.</p>
Consequences of a breach of any term	<p>We have added that if you breach any term of your loan contract or any other agreement, if an event of default occurs, or if any security or guarantee is terminated or is of reduced force and effect, we:</p> <ul style="list-style-type: none"> – are not obliged to lend you any more money and can stop any redraws or withdrawals from your offset account; and – we may rectify the breach or event of default by performing your obligations under your loan contract or any other agreement. <p>See clause 15 of the Updated Terms and Conditions.</p>
Events of default (monetary and non-monetary)	<p>We added events of default which are consistent with industry best practice and which we consider are not unfair. See clauses 16 and 17 of the Updated Terms and Conditions.</p>
Notification of an event of default	<p>We have added that you must promptly notify us in writing if any event of default occurs that you are aware of. See clause 18 of the Updated Terms and Conditions.</p>
What we can do if an event of default occurs	<p>We have clarified our enforcement rights so that they are consistent with industry best practice, including stating that we will only take enforcement action if we have given you at least 30 days written notice of the event of default and 30 days to remedy the event of default (if it is remediable). See clause 19 of the Updated Terms and Conditions.</p>
When we can take action if you are a small business	<p>We have added the enforcement actions we can take when the borrower is a small business. See clause 20 of the Updated Terms and Conditions.</p>
Enforcement expenses	<p>We have clarified what expenses may be included in enforcement expenses and how we may require you to pay them. We have clarified that you indemnify us for enforcement expenses. See clause 21 of the Updated Terms and Conditions.</p>
Assignment	<p>We have clarified our rights to assign, novate or otherwise deal with our rights and obligations under your loan contract, any security, and any document or agreement entered into or provided under or in connection with your loan contract. See clauses 22.2–22.4 of the Updated Terms and Conditions.</p>
Valuation	<p>We have clarified our rights to obtain a valuation or other reports concerning the security. See clauses 22.5–22.7 of the Updated Terms and Conditions.</p>
Service of notices	<p>We have clarified the types of notices we may give you in relation to your loan contract or any mortgage given under your loan contract and how we may give you those notices (including electronically). We have also added that, subject to any applicable laws, we may give you any notice, statement, demand, court document or other document connected to your loan contract or any mortgage given under your loan contract by electronic means, including any documents that would otherwise require personal service in accordance with the relevant court rules in force in the jurisdiction in which the security is located. See clause 22.9–22.12 of the Updated Terms and Conditions.</p>
If you are a trustee	<p>We have clarified that if you are at any time a trustee of any trust, you are liable under the loan contract in your own right and as trustee of the trust. See clause 22.19 of the Updated Terms and Conditions.</p>
Identification information	<p>We have added that, on request from us, you must provide us with any information we require about you or anyone authorised to operate your credit facility and, if you are a company or trustee, information about beneficial owners of you. See clause 22.20 of the Updated Terms and Conditions.</p>
If there is a trustee in bankruptcy or liquidator	<p>We have added that if a trustee in bankruptcy or liquidator is appointed to you, and they ask us to refund a payment we have received in relation to your loan, we may treat the original payment as if it had not been made except for the purpose of calculating interest payable by you See clause 22.21 of the Updated Terms and Conditions.</p>

Third party systems	We have clarified that our provision of services and finance is dependent on third party systems and financing, and we will not be liable to you for any failure or delay in meeting our obligations to you to the extent that they are beyond our reasonable control. See clause 22.22 of the Updated Terms and Conditions.
Government charges and GST	We have clarified you must pay us any government duties, taxes, and other charges on receipts, debits or withdrawals that apply to your loan, whether or not someone else is liable to pay them and whether or not the loan is made. See clause 22.23-22.25 of the updated Terms and Conditions.
Disclosures to security providers	We have clarified our rights to disclose documents to each security provider. See clause 22.26 of the updated Terms and Conditions.
Anti-money laundering and counter-terrorism financing	We have clarified when we may require repayment of the total amount owing, or when we may delay, block, freeze or refuse a transaction from your credit facility, for reasons relating to our anti-money laundering and counter-terrorism financing obligations. See clauses 22.27-22.30 of the Updated Terms and Conditions.
Limitation of our liability	We have clarified that any limitation of our liability does not extend to loss arising from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint. See clauses 19.11, 21.4 and 22.27 of the Updated Terms and Conditions.
We have deleted the following clauses as they are not used	
Security – unregistered mortgage	This clause was not used and has therefore been deleted. The terms relating to security provided by you are set out in the mortgage memorandum that accompanied the mortgage you signed prior to accessing your credit facility.
13. Security – general	This clause was not used and has therefore been deleted. The terms relating to security provided by you are set out in the mortgage memorandum that accompanied the mortgage you signed prior to accessing your credit facility.

Part B – Summary of the key changes to your Real Property Mortgage Memorandum of Common Provisions

Please be aware that due to changes to the laws regarding contract terms, we are changing the way that we will enforce your Real Property Mortgage Memorandum of Common Provisions (**Mortgage Memorandum**).

In your Mortgage Memorandum, we will neither enforce nor rely on the following clauses:

- Clause 8.8 with respect to ‘Certificates’; and
- Clause 5 with respect to ‘Exclusion of time periods’ as we will instead rely on the time periods set out in the National Credit Code and the Customer Owned Banking Code of Practice (**COBACOP**)

We will not take action for a non-monetary event of default unless the default by you is material and impacts:

- the ability of you or a security provider to meet your financial obligations to us;
- our security risk; or
- our legal or reputational risk.

If you are a small business within the meaning of the COBACOP and the COBACOP allows you a specific time frame to remedy a particular default, we will not take enforcement action against you unless we have provided you with that time to remedy.

We will not enforce any right of indemnity in the Mortgage Memorandum to the extent that the loss that is indemnified is caused by the mistake, error, fraud, negligence or wilful misconduct of us, our employees, officers, agents, contractors or a receiver that we appoint.