

Important Information about Personal Loans

- Credit Guide
- Terms and Conditions for Personal Loans
- Information Statement

Dated: 31 October 2023

Credit Guide

This document provides information about the loans provided by us. We are licensed to provide loans under the National Consumer Credit Protection Act 2009 (**NCCP Act**). The NCCP Act regulates the activity of lending, leasing, and finance broking.

Key information

Our full name	Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992 Australian credit licence/Australian Financial Services Licence 238273.
Address	Our mailing address is: Newcastle Permanent PO Box 5001 HUNTER REGION MC NSW 2310 For our branch addresses: To locate your nearest branch call 13 19 87 or via our website at newcastlepermanent.com.au
Phone	13 19 87 (open Monday to Friday 8am to 8pm and weekends, 8am to 4pm), +61 2 4907 6501 (from overseas)
Email	enquiries@newcastlepermanent.com.au
Internal Complaints Officer contact details	Our Complaints Officer/Customer Relations Officer can be contacted by phone, at a branch, via email or by post using the contact details in this table.
External Dispute Resolution Scheme contact details	AFCA (Australian Financial Complaints Authority) can be contacted by: Website: afca.org.au Email: info@afca.org.au Telephone: 1800 931 678 (free call) Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001 If an issue has not been resolved to your satisfaction by us first, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

We will need information from you

Under the NCCP Act, we are obliged to ensure that any loan or principal increase to a loan we arrange for you is not unsuitable. To decide this, we may need to ask you some questions in order to assess whether the loan is not unsuitable.

The law requires us to:

- make reasonable inquiries about your requirements and objectives;
- make reasonable inquiries about your financial situation;
- take reasonable steps to verify that financial situation.

Credit will be unsuitable if at the time of the assessment, it is likely that at the time the loan is made:

- you could not pay or could only pay with substantial hardship;
- the credit will not meet your requirements and objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved. For this reason we must ask you to provide a significant amount of information. It is therefore very important that the information you provide to us is accurate.

If you decide to proceed with the loan or accept the increased loan amount you can ask us to provide you with a written copy of our assessment, free of charge.

If you ask us for our assessment before we agree to provide you with the loan or increase your loan amount then we must give you that assessment before we provide the loan or increase your loan amount.

If you ask for that assessment after we agree to provide you with the loan or increase your loan amount, provided that you ask within seven years of the date of the loan or the increase, then we must give you that assessment within:

- 7 business days after the request (provided the request was within 2 years of agreeing to provide you with the loan or increasing your loan amount); or
- 21 business days after the request (if the request was after 2 years of agreeing to provide you with the loan or increasing your loan amount).

If we arrange a loan for you to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Although we may obtain a valuation, that is for our own purpose and you should not rely on it.

Our internal dispute resolution scheme

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

- calling us on 13 19 87
- visiting one of our branches
- e-mailing enquiries@newcastlepermanent.com.au
- writing to our Complaints Officer/Customer Relations Officer at our mailing address (see above)

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.

Our external dispute resolution scheme

If we do not reach agreement on your complaint, you may refer the complaint to an ASIC Approved External Dispute Resolution (**EDR**) Scheme. Our external dispute resolution provider is specified above. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. You can obtain further details about our dispute resolution procedures and obtain details of our privacy policy on request.

Things you should know

We do not make any promises about the value of any property you finance with us or its future prospects. You should always rely on your own enquiries.

We do not provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.

Questions?

If you have any questions about this credit guide or anything else about our services, just ask at any time. We are here to help you.

Terms and Conditions for Personal Loans

Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd
ACN 087 651 992
Australian credit licence/Australian Financial Services Licence 238273.

About this agreement

This agreement consists of these Terms and Conditions, the Personal Loan Schedule and the Account Access Terms and Conditions.

The Personal Loan Schedule is referred to in this document as the "Schedule".

They should be read together.

The terms and conditions are issued by:

Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd
ACN 087 651 992
Australian Financial Services Licence/Australian credit licence 238273.

How to contact us

You can contact us using any of the following methods:

Internet Banking/mobile app: log in and send us a secure message

Phone: 13 19 87. From overseas +61 2 4907 6501

Post: PO Box 5001 HRMC NSW 2310

In person: visit newcastlepermanent.com.au/locate-us to locate your nearest branch

Email: enquiries@newcastlepermanent.com.au

Or visit the website: newcastlepermanent.com.au/contact-us

You can also find out general information about our products and services by visiting our website at newcastlepermanent.com.au.

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Personal Loan Terms and Conditions

This document does not contain all the precontractual information required by law to be given to you. Further terms and information are in the Schedule and the Account Access Terms and Conditions which form part of this loan agreement.

If there is any inconsistency between this document and any other terms and conditions governing your account, any terms and conditions specifically drafted with respect to the specific product prevail. As such, to the extent of any inconsistency between these terms and conditions and your Schedule, the terms of your Schedule will prevail. If there is any inconsistency between these terms and conditions and the Account Access Terms and Conditions, if the inconsistency relates to an access method or payment facility, the Account Access Terms and Conditions will apply to the extent of the inconsistency, otherwise the terms of this document will prevail with respect to any inconsistency not relating to an access method or payment facility.

The meaning of key words is explained at the end of these terms and conditions.

Does the National Credit Code apply to this agreement?

Some provisions of this agreement are stated to apply only if the National Credit Code applies, or does not apply, to this agreement.

The National Credit Code is a national law designed to protect consumers in relation to credit contracts, mortgages, guarantees and other matters.

The National Credit Code will apply to this agreement if you are an individual and the credit is provided predominantly for personal, domestic or household use, or for investment in residential property (but not other forms of investment).

1. What we lend and when

- 1.1 We agree to lend you the amount of credit at the time you request it. Except to the extent that the Schedule indicates that the amount of credit is to be paid to others, we pay the money to you or as directed by you or your agents. You authorise us to use the amount of credit to make these payments.

We can debit amounts we lend you to your loan account (so that you pay interest charges on the amount) from the day we lend you the amount (if we pay you the amount by posting a cheque, this is the day we post the cheque).
- 1.2 However, we only have to lend if:
 - (a) we have received:
 - i. all securities and related documents (such as title documents and acknowledgments); and
 - ii. evidence of any insurance we require; and any report or valuation we require; and
 - iii. if we ask for them, a certificate of independent advice from a solicitor and a certificate of financial advice from a financial adviser for each security provider; and
 - iv. a direct debit authority (if we ask for one); and
 - v. any other document or information we reasonably require; and
 - vi. which are satisfactory to us; and
 - (b) you have paid all fees and charges the Schedule indicates are payable by you (unless we tell you that the fee or charge is not yet payable); and
 - (c) neither your nor a security provider's financial circumstances have significantly changed in a manner we reasonably determine would impact our credit assessment since the disclosure date; and
 - (d) no security has been withdrawn or is otherwise ineffective; and
 - (e) neither you nor a security provider is an undischarged bankrupt or insolvent; and
 - (f) neither you nor a security provider is in default under this agreement or a security; and
 - (g) neither you nor a guarantor has died or been sent to jail.
- 1.3 We need not lend you the amount of credit if you do not borrow it within 14 days of the date you sign the Schedule (or any longer period we consent to).
- 1.4 Unless we agree, you may only borrow the amount of credit at one time (in other words, you may not borrow it progressively).
- 1.5 We can keep any fees and charges you have paid us even if we do not have to lend the amount of credit, if you do not ask us to lend the amount of credit or if this agreement is terminated. However, if a fee or charge is for a payment to a third party, we will refund the fee if we have not already paid it and are not obliged to pay it to the third party.

2. Interest rate (the annual percentage rate)

- 2.1 The annual percentage rate which applies is fixed. This rate remains fixed even if other interest rates change.
- 2.2 If the settlement date is 14 days or less from the date you sign the Schedule, the annual percentage rate is the annual percentage rate indicated in the financial information table in the Schedule. If the settlement date is more than 14 days from the date you sign the Schedule, the annual percentage rate which applies is the rate we specify as our fixed rate for similar fixed rate loans on the settlement date (however, we do not have to lend you the amount of credit if you do not borrow it within 14 days of the date you sign the Schedule – see clause 1.3 for details).
- 2.3 If the annual percentage rate which applies on the settlement date differs from the rate in the Schedule, we will notify you on or before the settlement date of the annual percentage rate that applies on the settlement date. You may be notified in accordance with applicable laws, either in writing or by advertisement in a major newspaper, by electronic communication or via our website. Our current interest rates are available at newcastlepermanent.com.au/rates or by contacting us. We may also notify you in any other way permitted by law.

3 Interest charges

- 3.1 Interest charges for each day are calculated at the daily percentage rate on the balance owing on your loan account for the end of that day. (The daily percentage rate is the annual percentage rate for that day divided by 365, including in a leap year.)
- 3.2 Interest charges accrue daily from and including the settlement date. They are first debited to the loan account on the last day of the month in which the settlement date occurs. After that, interest charges are debited on the last day in each following month.
- 3.3 Also, for a period shorter than a month (such as if you repay the loan early), we add the interest charges to the balance owing on your loan account at the end of the period.
- 3.4 We will give you 20 days advance notice if we change how interest is calculated or applied. You will be notified in accordance with applicable laws either in writing or by advertisement in a major newspaper, by electronic communication, via our website or in any other way permitted by law.

4. What you must pay and when

What you must pay

- 4.1 You must repay us all amounts you borrow from us and you must pay us interest charges under clause 3, and our fees and charges, government charges and any enforcement expenses under clause 9.

Repayments

The repayments set out in the Schedule assume that payments will be made on time, that the annual percentage rate(s) and fees and charges will not change after the disclosure date and that the settlement date is the last day of a month.

- 4.2 You must pay us the repayment amounts we require. We calculate the repayment amounts so that during the period they are payable, the balance owing on your loan account at the start of the period; and all
- interest charges
 - any administration fee
 - fees and other amounts we notify you as being included in the repayment amount which accrue or become payable during the period are repaid during the period.

The part of each repayment which repays the balance owing on your loan account at the start of the period gradually increases throughout the period but repayments are equal as long as

- the interest rate
- any administration fee
- any fee or other amount we notify you as being included in the repayment amount

remain constant. However, the last repayment may be different as it equals the total amount owing on the last day of the loan term. Repayment amounts are rounded up to the nearest dollar and then one dollar is added.

- 4.3 If:
- (a) the annual percentage rate changes; or
 - (b) you pre-pay an amount; or
 - (c) amounts are debited or credited to your loan account that have not been taken into account in our calculation of your repayment amount,

we can reflect this by either changing your repayment amount or the loan term.

If we change your repayment amount or your loan term, we notify you in writing.

- 4.4 You can also ask us in writing to change your repayment amount. We don't have to agree but, if we do, we notify you in writing of your new repayment amount and any changes to the loan term that result from it.

When and how you pay

- 4.5 You must pay your first repayment on the day specified in the Schedule. Following repayments are then due at monthly intervals – for example, if the first repayment is due on the 15th October, each later repayment is due on the 15th of every month.
- 4.6 If a repayment is due on the 29th, 30th or 31st day of the month but a month does not have that many days, you must pay that month's repayment on the last day of the month.
- 4.7 If a repayment would otherwise be due on a day which is not a business day, you must pay on the business day before.
- 4.8 You must pay us the total amount owing on the date the final repayment is due or, if you default, on the date it becomes due for payment under clause 9.
- 4.9 You can arrange to make your repayments by direct debit authorisation. If you do so, you must ensure there is enough money in the account to meet each debit, plus one dollar.

5. Access methods

- 5.1 Your Schedule will set out what payment facilities are available to you to operate your loan and will also detail all applicable fees. The terms and conditions governing payment facilities (including definitions) are set out in the Account Access Terms and Conditions.

6. Prepayments

- 6.1 You may prepay any part of the total amount owing at any time.
- 6.2 Once you prepay an amount you may not redraw or re-borrow it again.

7. Providing information

- 7.1 You must promptly (and in any event within 21 days) supply us with any information or documents that acting reasonably, we ask for about your financial circumstances, the financial circumstances of any guarantor, or any other relevant matter, at any time.
- 7.2 You must contact us if you change your residential or postal address.

8. Declarations

- 8.1 You declare that:
- (a) you are not an undischarged bankrupt or insolvent and have neither assigned your estate nor entered into any arrangement or composition for the benefit of creditors; and
 - (b) no security provider is an undischarged bankrupt or insolvent and no security provider has either assigned the security provider's estate or entered into any arrangement or composition for the benefit of creditors; and
 - (c) you do not enter, and no security provider enters, this agreement or a security as a trustee; and
 - (d) you are not in default under any arrangement (including an agreement) which could have a material adverse affect on your ability to perform your obligations under this agreement or a security; and
 - (e) no security provider is in default under any arrangement (including an agreement) which could have a material adverse effect on the security provider's ability to perform obligations under any security.
- 8.2 You must tell us if anything has happened which prevents you repeating all the declarations in clause 8.1 before you ask us at any time to lend you any of the amount of credit.

9. If you are in default

When are you in default?

9.1 You are in default if:

- (a) you do not pay on time all amounts due under this agreement; or
- (b) you do something you agree not to do, or don't do something you agree to do, under this agreement; or
- (c) you give, or another person gives, us incorrect or misleading information in connection with this agreement or a security; or
- (d) we reasonably believe that you or another person has acted fraudulently in connection with this agreement or a security; or
- (e) you are, or a security provider is, in default under a security or withdraws from it; or
- (f) you become, or a security provider becomes, insolvent or steps are taken to make you or the security provider so, any judgement is enforced against your property or property of a security provider or you or a security provider ceases to carry on any business you or the security provider are carrying on as at the date of this agreement; or
- (g) a power of sale arises under any security interest over any property which is secured by a security; or
- (h) you are jailed; or
- (i) we believe on reasonable grounds that you have removed or disposed of any mortgaged property, without our permission, or that you intend to do so; or
- (j) we believe on reasonable grounds that urgent action is necessary to protect any mortgaged property; or
- (k) you surrender to us mortgaged property and you do not ask us to return these goods within the time contemplated by the National Credit Code.

What can happen then?

9.2 If you are in default, we may give you a notice stating that you are in default.

If you do not, or cannot, correct the default within any grace period given in the notice or required by law (or if you are in default again for a similar reason at the end of that period), then, at the end of that period and without further notice to you, the total amount owing becomes immediately due for payment (to the extent it is not already due for payment).

We may then sue you for that amount, or enforce any security, or do both.

In enforcing any mortgage contemplated by clauses 12 or 14, we may do one or more of the following:

- (a) sue you for the total amount owing;
- (b) take possession of the mortgaged property;
- (c) remove personal possessions from the mortgaged property and either abandon them or store them without being liable to you. (If we store them and you do not reclaim the possessions within one month after we notify you that we intend to sell them, we may dispose of them and use the proceeds towards paying the total amount owing.);
- (d) do anything an owner or receiver of the mortgaged property could do, including selling or leasing the mortgaged property on terms we choose;
- (e) do anything else the law allows us to do as holder or grantee of the mortgage;
- (f) with any consent required by law, enter any place we believe the mortgaged property is held, in order to do any of the above;
- (g) give valid discharges for purchase money or other consideration relating to the disposal of the mortgaged property;
- (h) execute any transfer or other document we consider useful in exercising our rights under the mortgage;
- (i) appoint a receiver to do any of those things.

Even if we take possession of the mortgaged property, we may allow you to take the mortgaged property back. If we do so, we are not to be taken as waiving any default under this agreement, unless we expressly say so in writing.

9.3 In limited circumstances set down by law (such as if we are unable to locate you), we need not give the notice or wait until the end of any grace period given in a notice. Instead, if you are in default, the total amount owing becomes immediately due for payment without notice. We may then immediately sue you for that amount, or enforce any security, or do both.

9.4 If you are in default, we may use any money you have in another account with us towards repaying the total amount owing (this is known as "combining accounts"). We may combine accounts without giving you any notice but we will tell you afterwards.

10. Other costs and changes

Enforcement expenses may become payable under this agreement or any mortgage or other security in the event of a breach.

10.1 You must pay us:

- (a) all fees and charges in the circumstances indicated in the Schedule and all new fees and charges we impose under clause 10.3; and
- (b) when we ask, any government stamp and other duties and charges payable on receipts or withdrawals in connection with this agreement or a security; and
- (c) when we ask, any reasonable expenses we reasonably incur in enforcing this agreement or a security after you are in default (including in the case of a mortgage, valuing the property and expenses incurred in preserving and maintaining property such as by paying insurance, rates and taxes for the property).

We may keep any credit fees and charges shown in the Schedule that have already been paid.

10.2 You authorise us to debit any of these amounts to your loan account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).

10.3 The credit fees and charges current at the disclosure date are shown in the Schedule.

Acting reasonably, we may change the amount of any fee or charge or change how often they are charged, or impose new fees or charges at any time.

We will give you 20 days advance notice of any new or increased fees or charges. You will be notified in accordance with applicable laws either in writing or by advertisement in a major newspaper, by electronic communication, via our website or in any other way permitted by law.

Where there is an introduction of or change to a government charge that you pay directly or indirectly as part of your banking service, we will notify you reasonably promptly after the government notifies us (unless the government itself publicises the introduction or change).

Information on current interest rates and fees and charges is available on request.

Information on interest rates is also available online at newcastlepermanent.com.au/rates.

10.4 You must pay for anything that you must do under this agreement.

11. Transactions

11.1 We may assign any date we consider appropriate to a debit or credit to the loan account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs).

However, we credit payments to the loan account as soon as practicable after we receive them. This is not necessarily the same day that you pay.

11.2 We may subsequently adjust debits and credits to the loan account, and the balance owing on your loan account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to interest charges).

11.3 We may use any money we receive in connection with this agreement to reduce the total amount owing, in any order we choose, unless:

- (a) we are obliged to pay the money to anyone with a prior claim; or
- (b) if money represents proceeds of an insurance claim, in which case we may choose to use it to replace the property or carry out other work on it. Where the National Credit Code applies, we will make reasonable efforts to consult with you in good faith before reinstating the property or carrying out works. However, we are entitled to decide in our reasonable discretion how insurance proceeds paid to us will be used.

11.4 We must pay any money remaining after the total amount owing is paid either to you or to another person entitled to it (such as another person with a security interest over the property). In particular, we may pay it to a person with a subsequent registered or unregistered security interest without incurring liability to you.

12. Security – unregistered real property mortgage

12.1 This clause 12 applies if the Schedule indicates we are to have an unregistered mortgage.

By giving this mortgage you undertake certain obligations. You also give us rights concerning you and the land – for example, if you do not comply with your obligations, in certain circumstances we may take possession of the land, sell it and sue you for any remaining money you owe us.

12.2 You must deposit with us the documents of title for the land described in the Schedule under “Security – unregistered real property mortgage”. For the purpose of securing to us payment of the total amount owing, as beneficial owner you mortgage that land, together with each fixture, structure or improvement on it or fixed to it, to us. You may require us to release this property from this mortgage when there is no total amount owing.

12.3 You declare that you own the property referred to in clause 12.2, that there are no existing or proposed security interests (other than this one) affecting that property and that all the information you have given in connection with this agreement (including this mortgage) is correct and not misleading.

12.4 We can place a caveat on the title to that property.

12.5 See clause 15 for other provisions that also apply to this mortgage.

13. Security – set-off and other rights over deposit

13.1 This clause 13 applies if the Schedule indicates we are to have set-off and other rights over deposit.

13.2 Clause 13 sets out the terms on which we will repay the deposits. The deposits comprise the balance at any time standing to the credit of each of the accounts described in the Schedule under “Security”.

13.3 We will repay the deposits:

- (a) when there is no total amount owing; and
- (b) when we are satisfied that we will not be asked to refund any money to a trustee in bankruptcy, a liquidator or any other person; and
- (c) otherwise in accordance with the terms applying to each deposit.

We are under no obligation to repay the whole or any part of a deposit earlier than this.

13.4 Your right to receive interest on any deposit in accordance with the terms applying to it is not affected by this clause 13. If we ask interest which accrues on any deposit is to be added to the balance of the deposit when the interest becomes due for payment. The interest then becomes part of the deposit and you are only entitled to receive it when we repay the deposit under clause 13.3.

13.5 Subject to complying with clause 9.2 we may set off any amount we owe you in connection with the deposits against all or any of the total amount owing. We may do this whether or not a deposit has matured. If a deposit has not matured at the time we set off any amount, we will pay any interest on the amount set-off only until the date of set-off.

13.6 You declare that you hold and will continue to hold the deposits:

- (a) as beneficial owner, free of any interest of a third party including any security interest; and
- (b) in the same capacity as you have entered or will enter into this agreement.

13.7 You may not assign, charge, declare any trust over or otherwise deal with any of your rights in connection with the deposits. Any attempt to do any of these things is void.

14. Security – goods mortgage

- 14.1 This clause 14 applies if the Schedule indicates we are to have a goods mortgage.
- By giving this mortgage you undertake certain obligations. You also give us rights concerning you and the goods - for example, if you do not comply with your obligations, in certain circumstances we may take possession of the goods, sell them and sue you for any remaining money you owe us.*
- 14.2 You declare that you beneficially own the goods (or are in the process of becoming the beneficial owner), that there are no existing or proposed security interests (other than this one) affecting the goods and that all the information you have given in connection with this agreement (including this mortgage) is correct and not misleading.
- 14.3 For the purpose of securing to us payment of the total amount owing and any other money now or at any time in the future due to us under this loan agreement, you as beneficial owner hereby assign the goods to us by way of legal mortgage and grant us a security interest over the goods and any insurance policy with respect to the goods (including any money received from any insurance claim over the goods or received from an insurer following cancellation of a policy). The security given with respect to the goods includes any repairs, replacement parts, additions, or alterations made to the goods.
- 14.4 If you do not already legally own the goods, you must do everything necessary to become the legal owner as soon as possible after the date of this agreement. You also agree that as soon as you own the goods, this mortgage takes effect immediately when the first of the following events happens:
- (a) you behave in a way which acknowledges this mortgage; or
 - (b) you use the goods; or
 - (c) the goods are delivered or invoiced to you; or
 - (d) you take possession of the goods; or
 - (e) you act as owner of the goods.
- 14.5 Even though you have mortgaged the goods to us, you may keep possession of them subject to this mortgage.
- 14.6 See clause 15 for other provisions that also apply to this mortgage.

15. Security – general

Looking after the mortgaged property and other obligations

- 15.1 You must:
- (a) keep the mortgaged property in good condition and correct any serious defect promptly; and
 - (b) not do anything that is likely to materially lower the market value of the mortgaged property; and
 - (c) tell us if the mortgaged property is stolen, lost, seriously damaged or materially defective; and
 - (d) pay on time all money payable to any person in connection with the mortgaged property (including registration fees); and
 - (e) keep any motor vehicle which is part of the mortgaged property registered; and
 - (f) comply with all laws and requirements of authorities and your other obligations in connection with the mortgaged property; and
 - (g) deliver the mortgaged property to us if we are entitled to take possession of it; and
 - (h) ensure that you are not in default under this agreement.

Insurance

- 15.2 You must maintain the following insurance over the mortgaged property:
- (a) if the mortgaged property is a vehicle – insurance over the vehicle against fire and other usual risks and compulsory third party insurance. You must also provide evidence satisfactory to us of each renewal of this insurance; and
 - (b) in any other case – insurance against fire, theft, accident and any other risk we reasonably require in connection with the mortgaged property. However, if the mortgaged property is vacant land, we do not require you to insure the vacant land.

In each case, you must ensure that our interest as mortgagee is noted in the insurance policy, and you must provide us with evidence of the policy when we ask.

You must ensure that the insurance cover is not reduced or cancelled and must notify us if it is or could be.

Insurance claims

15.3 You must do your best to ensure that proceeds from an insurance claim, are:

- (a) used to replace or repair the mortgaged property; or
- (b) paid to us as we direct.

If there is total loss (meaning damage to the mortgaged property is such that we or the insurer consider that the mortgaged property cannot be repaired), you must pay to us the total amount you owe us less any money we have received from insurance.

Dealing with the mortgaged property

15.4 You must get our written consent before you:

- (a) sell or part with possession of the mortgaged property; or
- (b) create another security interest other than a permitted security interest over the mortgaged property or allow one to arise (including a lien for repairs or storage); or
- (c) change the usual location of the mortgaged property; or
- (d) alter any identifying marks such as a serial number; or
- (e) deal in any other way with the mortgaged property, any mortgage you grant us or any interest in them.

Administrative matters

15.5 We may apply for any registration, or give any notification, in connection with a security interest created under any mortgage you grant us.

15.6 You must promptly do anything we reasonably ask (such as signing and producing documents, supplying information and getting documents completed and signed) for the purposes of:

- (a) providing more effective security over the mortgaged property for the payment of the total amount owing (including by signing a registrable mortgage over the property referred to in clause 12 or 14); or
- (b) enabling us to apply for any registration, or give any notification, in connection with a security interest created under any mortgage so that the security interest has the agreed priority (and, if required, to renew the registration); or
- (c) enabling us to exercise our rights in connection with the mortgaged property (including the right to take possession of it); or
- (d) binding you and any other person intended to be bound under any mortgage of the mortgaged property or other security;

(e) enabling us to register the power of attorney in this agreement or a similar power; or

(f) enabling us (including our agents) to inspect the mortgaged property; or

(g) showing whether you are complying with any mortgage you grant us.

Disposal of the mortgaged property is final

15.7 You agree that if we sell or otherwise dispose of the mortgaged property:

(a) you will not challenge the acquirer's right to acquire the mortgaged property (including on the ground that we were not entitled to dispose of the mortgaged property or that you did not receive notice of the intended disposal) and you will not seek to reclaim the mortgaged property; and

(b) the person who acquires the mortgaged property need not check whether we have the right to dispose of the mortgaged property or whether we are exercising that right properly.

If we have exercised any power of sale improperly, you can instead seek compensation under our dispute resolution process described in clause 17.31.

Power of attorney

15.8 You appoint us, each of our authorised officers, each of our employees and each receiver we appoint under a mortgage you grant us, separately as your attorney. If we ask, you must formally approve anything they do under this power. You may not revoke these appointments.

15.9 If you are in default or we have served a notice stating that you are in default and the default has not been cured, each attorney may:

(a) do anything referable to the mortgaged property or the security which you can do as owner of the mortgaged property (including selling or leasing or otherwise dealing with the mortgaged property and starting, conducting and defending legal proceedings in your name); and

(b) delegate their powers (including this power) and revoke a delegation; and

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

16. PPSA Provisions

16.1 Application of this clause

- (a) This clause only applies if you at any time give us security over personal property as defined in the PPSA Act.
- (b) The provisions of clauses 16.2 and 16.3 do not apply to any mortgaged property used predominantly for personal, domestic, or household purposes.
- (c) You acknowledge that we will have a security interest under the PPSA in respect of the mortgaged property and you authorise us to register one or more security interests under the PPSA in respect of this document.

16.2 PPSA notices

You waive your right to receive notices of:

- (a) the removal of an accession under section 95 of the PPSA;
- (b) a decision to enforce a security interest pursuant to a land law under section 118 of the PPSA;
- (c) action to enforce security over liquid assets under section 121(4) of the PPSA;
- (d) a proposal to dispose of the mortgaged property under section 130 of the PPSA;
- (e) a statement of account under sections 132(3)(d) and 132(4) of the PPSA;
- (f) any proposal by us to retain the Security under section 135 of the PPSA.

16.3 PPSA rights

You waive your right:

- (a) to redeem the Security under section 142 of the PPSA; and
- (b) to reinstate this agreement under section 143 of the PPSA.

16.4 Notice of verification statement

You waive your right to receive a notice of a verification statement under section 157 of the PPSA in respect of commercial property (as defined in the PPSA Act).

16.5 Powers

- (a) The rights and powers conferred on us by this document or the law are in addition to any rights and powers conferred by the PPSA.
- (b) For the avoidance of doubt, in addition to the powers under section 125 of the PPSA, we may take any action after default authorised by this document or the law, including delaying any disposal, leasing or action to retain any of the mortgaged property.

17. General matters

General descriptive information disclosing how accounts operate is available from any branch.

Joint accounts

- 17.1 If there are two or more borrowers, each of you is individually liable, and all of you are jointly liable. This means that we may take legal action against any one of you for all the outstanding amounts. Each borrower can bind each other borrower.

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

- 17.2 If a loan is held by one or more people and one of you dies, the estate of that deceased person remains jointly and severally liable for the total amount owing.
- 17.3 If you die, we may require the total amount owing to be paid in full. If there is more than one of you, and one of you dies or is released for any reason, we may allow the remaining holder(s) of the loan to continue as the holder(s) of the loan. If we do not agree to the remaining holders of the loan continuing as the holder(s) of the loan we may call up the total amount owing even though further advances have been made after the death or release of the first of you.
- 17.4 If any guarantor of your loan dies at any time, we may call up the total amount owing even though further advances have been made after the death of the guarantor.

Membership

- 17.5 You acknowledge that (if you are not already a member of us) your loan application constitutes an application for membership of us and that you will become a member of us by virtue of your loan being approved.

How we may exercise our rights

- 17.6 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.
- 17.7 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 17.8 Our rights and remedies under this agreement or a security are in addition to other rights and remedies provided by law independently of it.
- 17.9 Our rights and remedies under this agreement or a security may be exercised by any of our employees whose job title includes the word "manager" or any other person we authorise.
- 17.10 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, unless the loss is caused by our negligence or fraud in the exercise of a right or remedy.

Assignment

- 17.11 At law, we have the right to assign, novate or otherwise deal with our rights under this agreement or a security in any way we consider appropriate. Any person to whom our rights are transferred will have the same rights that we do under this agreement or a security that are no greater than our rights. Your rights are personal to you and may not be assigned without our written consent.
- 17.12 You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this agreement or a security.

Valuations

- 17.13 Any valuation or report we obtain is for our benefit, not yours. We will not supply you with a copy of the valuation and you may not rely on it.

Blanks

- 17.14 You agree that we may complete and fill in any blanks in any document related to this agreement as necessary such as corporation law forms, financing statements, financing change statements, amendment demands or transfers for the mortgaged property to ensure all details are included such as mortgaged property serial numbers. We will not fill in blanks in a way that would change the substance of what you and we have agreed.

Notices, other communications and/serving documents

- 17.15 Notices, certificates, consents, approvals and other communications in connection with this agreement or a security must be in writing or in any other form permitted by it.
- 17.16 Communications from us may be signed by any of our employees authorised by us or anyone else appointed by us. If you are a company, communications from you must be signed by a director.
- 17.17 Subject to the requirements of any law, notices and communications by us may be:
- (a) given to you personally or left at:
 - i. any address specified by you;
 - ii. (if you are an individual) your residential or business address last known to us; or
 - iii. (if you are a body corporate) your registered office; or
 - (b) sent by post to any of the places specified in (a) above; or
 - (c) given by any other means permitted by law.

Where the law and any industry code we have adopted allows, we may communicate with you electronically. Examples of electronic communication include us sending you emails (including eStatements) at an email address you have supplied, communicating with you via internet banking, via a banking application (including by push notification) or other similar methods. If you have any concerns about what this may mean for you, please contact us.

- 17.18 They take effect from the time they are received unless a later time is specified in them.

If they are sent by post to your last known residential or business address, they are taken to be received on the day they would be received in the ordinary course of post.

If they are sent by a fax machine which produces a transmission report, they are taken to be received on the date the transmitting machine produces a report indicating the communication was sent to the recipient's fax number.

If they are given by newspaper advertisement, they are taken to be received on the date they are first published.

- 17.19 You must notify us in writing of any:

(a) change in your address; and

(b) change in your name

at least 14 days before you propose to do so.

- 17.20 We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on you by delivering it to your address in the Schedule (or any changed address notified to us) or by leaving it there. This does not prevent any other method of service.

No notice required unless mandatory

- 17.21 Although we will normally give you notice, we need not give you any notice prior to exercising a right, power, or remedy under this document unless notice is required by law which cannot be excluded. If a statutory provision requires notice to be given, if no period of notice is prescribed, one day is fixed as the period. A reference to a notice under this clause includes any notice under the PPSA (including a notice of a verification statement).

Variations and waivers

- 17.22 We may vary any provision of this agreement as we choose. (If a National Credit Code applies to this agreement, we may only do so in accordance with that Code.) If we do, we must notify you in writing and the change takes effect from the time we specify in the notice. When we give the notice depends on the type of change we make.
- 17.23 A provision of this agreement or a security, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.

Set-off

- 17.24 Except to the extent you have a right of set-off granted by law which we cannot exclude by agreement (such as under the National Credit Code), you must pay all amounts due under this agreement in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.

If you believe that we have breached this agreement or you have some other claim against us, this claim may be raised through our dispute resolution process referred to in clause 17.31.

National Credit Code

17.25 Clauses 17.24 and 17.26 apply to the extent that the National Credit Code applies to this agreement.

17.26 If:

- (a) that Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
- (b) a provision of this agreement would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code,

this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

17.27 If that Code is inconsistent with this agreement, that Code overrides this agreement to the extent of the inconsistency.

No Merger

17.28 This agreement does not merge with or adversely affect, and is not adversely affected by, any judgment or order we obtain in respect of any of the total amount owing. (We can still exercise our rights under this agreement as well as under the judgment or order.)

Inconsistent law

17.29 To the extent allowed by law and subject to clauses 17.24 and 17.26 this agreement prevails to the extent it is inconsistent with any law.

Applicable law

17.30 This agreement is governed by the law in force in New South Wales. You and we submit to the non-exclusive jurisdiction of that place.

Complaints, disputes and queries

17.31 If you wish to raise a complaint or discuss a query, you can contact us using any of the contact methods listed on page 5.

To help us assist you with your complaint you will need to provide us with the following:

- your address, phone number and email address so we can easily contact you;
- any relevant documents and other supporting information;
- let us know how you would like your complaint resolved.

We endeavour to resolve complaints in a way that is suitable to both you and us. Where possible, we will address your concern as quickly as possible. In most cases, you can expect your concern to be resolved within 7 days. However, depending on the nature of the issue, in the event that it takes us longer than 7 days to resolve or investigate your complaint, we'll ensure you're regularly updated.

If we cannot resolve the matter immediately we will:

- (a) acknowledge your complaint promptly and inform you of the procedures we will follow to investigate and resolve the matter;
- (b) investigate, considering all information;
- (c) aim to find a fair resolution;

- (d) keep you informed of our progress, and advise you if there will be a delay;
- (e) respond to your complaint within 21 days of receiving your formal complaint, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation;
- (f) detail the reasons for the outcome of the complaint;

However, we may not provide you with written advice if your dispute is settled (with your agreement) immediately or within 5 business days, unless you request a written response.

If you are unhappy with our response, you have two options:

1. You can ask for your complaint to be reviewed by Newcastle Permanent's Disputes Resolution Committee ('the Committee'). The Committee is represented by senior members of staff other than the person providing the original response. To have your complaint reviewed by the Committee, please let us know.

You may contact us through any available means including by visiting a branch, by phone, post and email.

Post: Disputes Resolution Committee,
Newcastle Permanent
PO Box 5001, HRMC NSW 2310

Email: feedback@newcastlepermanent.com.au
Subject: Disputes Resolution Committee

Once all relevant information has been received the Committee will generally consider the complaint within 21 days. If we are unable to provide a final response within 30 days (including the time we spent considering your original complaint), we will advise you of the reasons for the delay and potential next steps.

2. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Writing: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Statements

17.32 From 31 October 2023, we give you a statement for your loan account every 6 months, except where not required by law or any industry code.

18. Meaning of words

the **amount of credit** is stated in the Schedule.

annual percentage rate means a per annum rate of interest.

balance owing on your loan account means, at any time, the difference between all amounts credited and all amounts debited

to you under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

banking application means a mobile device application (mobile app) made available by us that allows you to view and transact on your account.

business day means a day other than a Saturday or Sunday, or a public or special holiday in the State of New South Wales.

costs includes charges and expenses; and costs, charges and expenses in connection with legal and other advisers.

deposit has the meaning given to it in clause 13.2.

the **disclosure date** is stated in the Schedule.

eStatement means an electronic version of your statement and includes a statement issued by email.

goods mean each one or more of the following which the context allows:

- the goods described under “Security – goods mortgage” in the Schedule;
- replacements for and accessories and additions fitted to the goods at any time;
- your rights at any time in connection with the goods.

including or **such as** when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

insolvent means being an insolvent under administration or insolvent or having a controller appointed (each as defined in the Corporations Act - such as being bankrupt), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

loan account means an account we establish in your name for recording transactions in connection with this agreement.

loan term is stated in the Schedule.

mortgaged property means the property mortgaged as contemplated by clauses 12 or 14.

National Credit Code means the National Credit Code in Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth). The note at the beginning of this agreement explains when the National Credit Code applies to this agreement.

permitted security interest means a security interest provided for by one of the following transactions if the transaction does not secure payment or performance of an obligation:

- (a) a transfer of an account or chattel paper (each as defined in the PPSA); or
- (b) a commercial consignment (as defined in the PPSA); or
- (c) a PPS lease (as defined in the PPSA).

person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

PPSA means the *Personal Property Securities Act 2009* (Cth).

push notification means a message generated by the Newcastle Permanent banking application and sent to your device, even when you do not have the application open.

security means each security interest or guarantee and indemnity described in the Schedule under “Security” and any substitute or additional security interest or guarantee and indemnity given in connection with this agreement.

The property the subject of any mortgage of property described in the Schedule under “Security” comprises all the mortgagor’s estate and interest in the property and rights which may arise in connection with it or in connection with things on it; and rights to personal goods left on the property if we take possession; and rights to set off any money we owe the mortgagor against the amount secured by that mortgage.

security interest means any security interest under the PPSA or mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as security for the payment of money or performance of obligations. Security interest also includes a guarantee or an indemnity.

security provider means each person (other than you) who gives a security.

settlement date means the date we first lend you any of the principal part of the amount of credit (or, if earlier, the date we first debit any of it to your loan account).

such as see **including**.

total amount owing means, at any time, the balance owing on your loan account at that time, plus:

- (a) all accrued interest charges, default charges and other amounts which you must pay under this agreement but which have not been debited to your loan account at that time; and
- (b) all money which you will or may owe us in the future under this agreement.

“we”, “us”, “our” and **“Newcastle Permanent”** means Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd, ABN 96 087 651 992, Australian Financial Services Licence/Australian credit licence 238273 and its successors and assigns.

“you” and **“your”** means the person or persons named in the Schedule as “Borrower”. If there are more than one of you, you means each of you separately and every two or more of you jointly. You includes your successors and assigns.

This singular includes the plural and vice versa.

A reference to:

- (a) a document includes any variation or replacement of it.
- (b) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).
- (c) any thing includes the whole and each part of it.

Information Statement

Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd
ACN 087 651 992
Australian credit licence/Australian Financial Services Licence 238273.

Information Statement

This Information Statement only applies if the National Credit Code applies to your loan agreement.

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 your credit provider and, if you still have concerns, the AFCA 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 that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at –

Phone: 1800 931 678

Internet: afca.org.au

Post: Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001

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 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 the AFCA 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 the decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. 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 AFCA 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 THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

PHONE: 1800 931 678

INTERNET: AFCA.ORG.AU

POST: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE VIC 3001

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

**Drop into your local branch,
visit the website or call 13 19 87.**

newcastlepermanent.com.au