

PART 1-SCHEDULE

To: [Redacted]

I, [Redacted]

Contract No: [Redacted]/4

of, [Redacted]

("Borrower") offer to enter into a contract with [Redacted] on the terms and conditions set out in this document. This offer will be taken to be accepted when [Redacted] lends the Borrower the amount of credit. This Schedule does not contain all of the information [Redacted] is required to give the Borrower before the Borrower enters into the contract. The rest of the information is contained in the Standard Terms and Conditions. The meaning of words printed like this and some other key words is explained at the end of the Standard Terms and Conditions.

FINANCIAL TABLE

Disclosure Date	All information in this Schedule is disclosed as at 06/12/2007		
Amount of Credit	\$2,300.00	This amount (Loan amount of \$ 2000 and establishment fee of \$300) to be paid to the Borrower or as the Borrower directs.	
Total Amount of Interest and Charges Payable	\$616.68		
Repayments	The repayment day is	Thursday	
	The borrower must make	26	Weekly
	repayments of	\$112.18	
	However, if the settlement date is not a repayment day, the Borrower must make an additional repayment (which is the first repayment) which comprises the total of interest charges (which are calculated on a daily basis by applying the daily percentage rate to the daily balance) for each day from and including the settlement date up to and including the day before the first repayment day. If repayments are due weekly, the first repayment is due on the first repayment day after the settlement date and later repayments are due weekly after that. If repayments are due fortnightly, the first repayment is due on the repayment day falling in the second week after the settlement date and later repayments are due fortnightly after that. If repayments are due monthly, the first repayment is due on the first repayment day after the settlement date and later repayments are due on the same day in each month after that. However, if in any month, there is no day which corresponds to the repayment day, the repayment for that month is due on the last business day of that month. If the repayment day in any week, fortnight or month is a Saturday, Sunday or a public holiday, the repayment is due on the business day before that repayment day.		
	The total amount of repayments is	\$2,916.68	
Annual Percentage Rate:	The annual percentage rate which applies is 96%.		
Credit Fees and Charges	The following credit fees and charges are or may become payable:		
<u>Name of fee or charge</u>	<u>Amount or method of calculation and when payable</u>		
Establishment Fee	\$300 will be debited to the loan account (if it has not already been paid) on the settlement date. It is payable when it is debited to the loan account.		
Dishonour Fee	\$33 will be debited to the loan account when a payment by direct debit, salary deduction or cheque is dishonoured. It is payable when it is debited to the loan account.		
Reschedule Fee	A reschedule fee of \$1 per day for the number of days the payment is deferred may be charged. It is payable when it is debited to the loan account.		
Early Termination Fee	An Early Termination Fee of 60 days interest at the Annual Percentage Rate on the original Amount of Credit is payable if the loan is fully paid within the first 3 months. An Early Termination Fee of \$33 is payable if the loan is fully paid before the specified term.		

[Redacted] may change the amount or frequency of payment of any credit fees and charges or repayments or impose new credit fees and charges without the Borrower's consent, [Redacted] will tell the Borrower in writing if it does so.

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Total Credit Fees and Charges

The total amount of credit fees and charges to the extent that it is ascertainable is: \$300

Term

The term is 6 months starting from the settlement date (or if the settlement date is not a repayment day from the first repayment day after the settlement date).

Assumptions regarding settlement date

For the purposes of disclosing information disclosed in the Schedule, it is assumed that the settlement date is the repayment day immediately following the disclosure date.

Commissions

Commission of 7.7% is to be paid by [redacted] for the introduction of credit business to: [redacted]

The amount of the commission is unascertainable as at the disclosure date.

IMPORTANT

BEFORE YOU SIGN

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

THINGS YOU MUST KNOW

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

PART 2

STANDARD TERMS AND CONDITIONS

This document does not contain all of the information [REDACTED] is required to give the Borrower before the Borrower enters into the *contract*. The rest of the information is set out in the *Schedule*.

1. What [REDACTED] lends the Borrower and what the Borrower owes

1.1 Saffrock agrees to lend the Borrower the *amount of credit*.

1.2 [REDACTED] can debit all or any part of the *amount of credit* to the *loan account*. [REDACTED] can debit all or any part of the *amount of credit* (so that the Borrower pays interest charges on it) on the *settlement date*.

1.3 Once [REDACTED] debits an amount to the *loan account* (if it is not already owed), the Borrower owes [REDACTED] that amount.

2. Interest charges

2.1 The annual percentage rate is set out in the *Schedule*. It is fixed and cannot be changed. The annual percentage rate is divided by 365 to get a daily percentage rate.

2.2 Interest charges for each day are calculated on a daily basis by applying the daily percentage rate to the *daily balance*.

2.3 [REDACTED] can debit interest charges to the *loan account* at the following times:

- (a) immediately before the Borrower pays the *loan account balance* under clause 3.2 below or under any other right the Borrower has to pay the *loan account balance*;
- (b) on any day on which a repayment is due under the *contract*; and
- (c) on the day the *loan account balance* becomes due under clause 5.2 below and monthly after that.

2.4 The amount of interest charges debited to the *loan account* will be the sum of interest charges calculated for each day in the period commencing on:

§ in the case of the first interest debit, the day all or any part of the *amount of credit* is first debited to the *loan account*;

§ otherwise, the day following the last day on which an interest charge was debited, and ending the day before the day on which the interest charge is debited.

3. Repayments

3.1 The Borrower must pay the repayments [REDACTED] determines at the times [REDACTED] determines. As at the *disclosure date* the repayments are those set out in the *Schedule* and they must be paid at the times set out in the *Schedule*.

3.2 The Borrower must pay to [REDACTED] the *loan account balance* plus any amounts charged, accrued or payable but not yet debited to the *loan account* on the last day of the *term* if they have not become due and payable any earlier.

3.3 The Borrower can pay the *loan account balance* at any time. If the Borrower does this, the Borrower must also pay any amounts charged, accrued or payable but not yet debited to the *loan account* at that time.

3.4 [REDACTED] does not treat a payment as made until it is credited to the *loan account*.

4. Fees and Charges

4.1 The Borrower must pay:

- (a) the fees and charges set out in the *Schedule*; and

- (b) any government charges or duties on receipts or withdrawals in respect of the *loan account* whether or not the Borrower is primarily liable to pay these charges or duties.

4.2 [REDACTED] can debit fees and charges the Borrower must pay under this *contract* to the *loan account*.

5. If the Borrower is in default

5.1 The Borrower is in default if:

- (a) the Borrower does not pay on or before its due date for payment any amount payable under this *contract*; or
- (b) the Borrower is in breach of any other provision of this *contract*; or
- (c) the Borrower gives [REDACTED] incorrect or misleading information in connection with this *contract*;
- (d) [REDACTED] reasonably believes the Borrower has acted fraudulently in connection with this *contract*; or
- (e) the Borrower becomes *insolvent* or steps are taken to make the Borrower so.

5.2 If the Borrower is in default, then subject to any *law* (including requirements as to notice) the *loan account balance* plus any amounts charged, accrued or payable but not yet debited to the *loan account* automatically becomes due and payable.

Enforcement expenses may become payable under this *contract* (including in relation to the mortgage set out in clause 8) in the event of a breach. The Borrower must pay [REDACTED] all reasonable enforcement expenses [REDACTED] reasonably incur arising from any default under this *contract*, including any *GST* [REDACTED] has to pay in respect of such enforcement expenses (less the amount of any related input tax credit or reduced input tax credit to which [REDACTED] is entitled). [REDACTED] can debit these amounts to the *loan account*. Enforcement expenses that are debited to the *loan account* will become due and payable at the time they are debited. [REDACTED] does not need to ask the Borrower for them first.

6. What happens to payments [REDACTED] receives?

[REDACTED] may apply any payment or other credit it receives to any amount the Borrower owes under this *contract* in any order [REDACTED] chooses.

7. Changes

7.1 Apart from clause 2.1, [REDACTED] can change this *contract*, such as varying an existing provision or adding a new provision, at any time without the Borrower's consent *including* by imposing a credit fee or charge or changing the Borrower's payment obligations. However, if any *law* regulates that change, [REDACTED] may only change this *contract* to the extent permitted by, and subject to, the requirements of that *law*.

7.2 [REDACTED] will notify the Borrower when [REDACTED]:

- (a) changes the manner in which interest is calculated or applied under this *contract*. Where such a change does not reduce the Borrower's obligations or does not extend the time for payment, [REDACTED] will give the Borrower at least 20 days' prior written notice.
- (b) changes the amount or frequency of payment of a credit fee or charge or imposes a new credit fee or charge. Where a change to the amount of a credit fee or charge or the imposition of a new credit fee or charge does not reduce the Borrower's obligations or does not extend the time for payment, [REDACTED] will give the Borrower at least 20 days' prior notice either by advertisement in a newspaper or in writing to the Borrower. Where a change to the frequency of payment of a credit fee or charge does not reduce the Borrower's obligations or does not extend the time for payment, [REDACTED] will give the Borrower at least 20 days' prior notice in writing.
- (c) change the amount or frequency of payment of a repayment. Where such a change does not reduce the Borrower's obligations or does not extend the time for payment, [REDACTED] will give the Borrower at least 20 days' prior written notice.

8. Mortgage

8.1 The Borrower promises that they own the *security property* and mortgages the *security property* to [REDACTED] to secure the Borrower's obligations under this *contract*, which include an obligation to pay to [REDACTED]:

- (a) the *loan account balance* plus any amounts charged, accrued or payable but not yet debited to the *loan account* from time to time; and
- (b) enforcement expenses, including [REDACTED] reasonable costs of repossessing or taking steps to protect its interest in the *security property*.

8.2 If the *security property* can be insured, the Borrower must ensure that insurance over the *security property* is taken out and maintained and that [REDACTED] interest in the *security property* is notified to the insurer. If the Borrower does not take out or maintain insurance over the *security property*, [REDACTED] may take out that insurance and any premium paid by [REDACTED] for such insurance will be an enforcement expenses under clause 5.2.

9. General

9.1 If [REDACTED] does not exercise a right or remedy fully or at a given time, [REDACTED] can still exercise it later.

9.2 The Borrower warrants that all statements made and documents provided in or in connection with this *contract* and all representations which the Borrower has made or may make are true and correct. The Borrower acknowledges that [REDACTED] has relied on the correctness of those statements, documents and representations in entering into this *contract* and will continue to do so in dealing with the Borrower.

9.3 [REDACTED] may choose at any time to waive any of its rights under this *contract*. Subject to the requirements of any *law*, a waiver by [REDACTED] is not a change to, and does not reduce [REDACTED] rights, under this *contract*.

9.4 If [REDACTED] gives the Borrower a certificate which states the amount owing by the Borrower under this *contract* or any other act, matter or thing relating to this *contract*, the certificate will be sufficient evidence of those matters unless the Borrower proves it to be incorrect.

9.5 The Borrower agrees that [REDACTED] may give information about the Borrower to any related entity of [REDACTED]

9.6 If the Borrower comprises more than one individual, the Borrower's obligations under this *contract* apply to each of those individuals separately, to all of them as a group, and to any of them.

9.7 The Borrower must notify [REDACTED] as soon as possible if the Borrower changes or intends to change the Borrower's name or address. [REDACTED] may give any correspondence, notice or other document to the Borrower by sending it to the Borrower's last mailing address appearing in [REDACTED] records, or by any other method permitted by *law*. The Borrower may nominate an address at which documents may be served on the Borrower.

9.8 The Borrower cannot assign the Borrower's rights under this *contract* without [REDACTED] written consent.

9.9 [REDACTED] may assign, transfer or novate to any person, trust or other entity, or otherwise deal in any manner with, any of [REDACTED] rights, obligations or interest under this *contract*.

9.10 This *contract* is to be read and interpreted as consistent with all *laws* and if any provision of this *contract* is invalid or unenforceable in whole or in part the rest of this *contract* will remain valid and enforceable.

9.11 In this *contract*:

§ the singular includes the plural and vice versa; and

§ a reference to a document (including a document that forms part of this *contract*) includes any variation or replacement of it.

10. **Meaning of words**

amount of credit is the amount [REDACTED] lends or will lend the Borrower under this *contract*. As at the *disclosure date* it is the amount stated in the *Schedule* and described as the "amount of credit".

business day means a day other than a Saturday, Sunday or public holiday in Victoria.

contract means the contract (as varied from time to time) the Borrower make with [REDACTED] when [REDACTED] accepts the offer in the *Schedule*.

daily balance on any day means the *loan account balance* at the end of that day.

disclosure date means the date specified in the *Schedule* as the disclosure date.

GST means any goods and services tax or any similar tax, impost or duty imposed by any law of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia (whether in force before or coming into force after the date this *contract* comes into existence).

including or include when introducing an example, does not limit the meaning of the words to which the example relates to that example or similar examples.

insolvent means being insolvent, including without limitation being bankrupt, or subject to any assignment or composition, protected from creditors under any statute, or otherwise unable to pay debts as and when they fall due.

law means common law, principles of equity and laws made by any parliament (and includes regulations and other instruments under laws made by any parliament and consolidations, amendments, re-enactments or replacements of any of them).

loan account means the account or accounts [REDACTED] establishes in the Borrower's name for the purposes of this *contract*.

loan account balance means the difference between all amounts credited and all amounts debited to the *loan account*.

repayment day means the day of the week or the date in a month (as the case may be) specified in the *Schedule*.

[REDACTED] means [REDACTED], the credit provider under this *contract*, and its successors and assigns.

security property means the goods (if any) described under the heading Security Property in the *Schedule*.

Schedule means the document entitled "Part 1 - Schedule."

settlement date means the date on which all or any part of the *amount of credit* is first lent to the Borrower. For the purposes of the information disclosed in the *Schedule*, it is assumed that the amount of credit will be lent on the day after the Disclosure Date specified in the *Schedule*.

Standard Terms and Conditions means this document.

term means the period specified in the *Schedule* as the term.

the Borrower means the person(s) specified in the *Schedule* as "The Borrower" and their successors and assigns.