

## Consumer Loan Contract ~ Terms and Conditions

Allcredit Automotive Finance Pty Ltd ABN 56 647 220 371 ('we', 'us', 'AAF', 'the Lender')

Managed by Allied Retail Finance Pty Ltd

ABN: 31 609 859 985 ~ Australian Credit Licence: 483211

These Terms and Conditions do not contain all the information we must give you before you offer to enter into your Consumer Loan Contract with us. The rest of that information is contained in the Loan Schedule and in the attached *Information Statement, Things You Should Know About Your Proposed Credit Contract*. The National Credit Code says that as a credit provider, we must give you this Information Statement before you offer to enter into a credit contract. Please read it carefully.

### 1. The loan

- 1.1 We will lend you the total amount of credit as set out in the Loan Schedule. This is the loan which you must repay.
- 1.2 You authorise us to disburse the loan in the way set out in the Loan Schedule.
- 1.3 We will disburse the loan as you direct once we are satisfied that:
  - a) any applicable cooling off period has lapsed or has been waived;
  - b) insurance has been granted as required by this Contract;
  - c) the Goods identified in the Loan Schedule are available to secure your obligations under this Contract;
  - d) any guarantee required has been given in terms satisfactory to us;
  - e) any details provided in relation to you and the loan, including information about your identity, income, assets and other financial commitments have been sufficiently verified; and
  - f) you are not in default under any agreement with us or any other person.
- 1.4 We may not, however, disburse the loan if any information you give to us, or which has been given on your behalf, changes or is not correct.
- 1.5 If insurance is financed, our only obligation is to pay the premium as you direct. You are responsible for arranging the insurance and paying the correct premium.

### 2. Interest on the loan

- 2.1 You must pay interest on the loan at the Annual Percentage Rate stated in the Schedule. That Rate is divided by 365 to give a daily interest rate.
- 2.2 Interest will accrue from the day the credit is disbursed.
- 2.3 You must pay interest on the outstanding balance of the loan until it is repaid in full.
- 2.4 We calculate interest by applying the daily interest rate to the unpaid daily balance of your account as at the end of each day. The unpaid daily balance is the amount you owe us on the close of each day.

- 2.5 Interest charges are debited to your loan account on the same day as each scheduled repayment is required to be paid. Whenever interest is debited, the amount does not include interest for the day of debiting. Once interest charges are debited, they become part of the unpaid daily balance. Also, any accrued interest charges will be debited to your loan account immediately before payout of the loan.

### 3. Repayments

- 3.1 You must pay the loan in full by the end of the repayment period.
- 3.2 You must make the repayments as specified in the Loan Schedule, or as we agree in writing during the course of the loan.
- 3.3 If a repayment due date is not a business day, the payment must be made on the next business day. "Business day" means a date that banks are open for business in Sydney, New South Wales that is not a Saturday, Sunday or a public or bank holiday.
- 3.4 You must make all payments by direct debit or in another manner acceptable to us. If your payment is dishonoured, the payment is taken not to have been made.
- 3.5 You must make payments in full and they will be credited to your account without any deduction or set-off by either you or us. If you wish to dispute a payment or anything else about this Contract, you are encouraged to contact our internal dispute resolution process. If you are dissatisfied with the outcome, you have a right to take your dispute to either our external disputes resolution scheme or to a court.
- 3.6 If fees and charges, enforcement expenses or costs are debited to your account, you must pay them immediately.
- 3.7 We may change the amount of your repayments if fees or charges are increased or introduced. We will advise you of any change by giving you at least 20 days notice of it.
- 3.8 You may choose to repay the loan in full at any time provided you pay the early termination fees and all other amounts owing, including interest, fees and charges.

3.9 Your obligation to pay will continue regardless of any defect in, or lack of performance of the Goods or any breakdown, damage to, or loss or destruction of the Goods.

#### **4. Application of payments and account balances**

4.1 If you hold other credit contracts with us and wish a payment to be paid to a specific contract, or split across contracts, you must tell us in writing before, or when, making the payment.

4.2 You can direct us to apply your payments to any amount you owe under this Contract in any order. However, if you do not provide a direction in writing before, or when, making a payment, we will apply the payment to any overdue amount, including fees and charges, before your regular repayment.

4.3 If you hold other credit contracts with us and you make a payment which is insufficient to satisfy all your repayment obligations under each contract, we reserve the right to apply the payment to any, or all, of the credit contracts in any manner we decide unless you have provided written directions on how the payment is to be applied.

4.4 We will adjust debits, credits and the balance of your account if there is a processing error or because a payment has been dishonoured.

4.5 We will also adjust the debits, credits and balance if there are refunds or corrections to your account to accurately reflect the legal obligations between us. This will occur regardless of the adjustment favouring either of us.

#### **5. Fees and charges**

5.1 You must pay the fees and charges set out in the Loan Schedule. They are payable at the times and in the circumstances specified in the Schedule.

5.2 We may vary the fees and charges or introduce new fees and charges. However, we will only do so where our costs have increased.

5.3 You will be given a minimum of 20 days notice of any changes to fees and charges.

5.4 Any fees and charges you must pay will be debited to your account and form part of the unpaid daily balance.

5.5 Any government tax, duty, levy, fee or fee we incur concerning this Contract will also be debited to your account and form part of the unpaid daily balance.

#### **6. Mortgage over Goods**

6.1 You give us a legal mortgage over the Goods specified in the Schedule. This includes any additions or modifications made to the Goods and any money received from any insurance claim over the Goods.

6.2 When you pay all money owed, we will discharge the mortgage.

#### **7. Obligations over mortgaged Goods**

7.1 You must keep the Goods properly maintained and serviced in accordance with any

manufacturer's recommendations, in good condition and repair and registered in accordance with the law.

7.2 You must not sell or lease the Goods or give anyone any security or other rights over the Goods, without our consent.

7.3 You must comply with all laws relating to the use or possession of the Goods and you must not use the Goods to provide commercial transport services, such as taxi, water-taxi, hire-car or hire-vessel purposes, as relevant to the Goods type, or for racing.

7.4 You must not modify the Goods without our consent or alter any identifying number or mark on the Goods.

7.5 You must pay for repairs to the Goods immediately to avoid a repairer's lien.

7.6 You must notify us immediately if the Goods are lost, stolen or damaged or you part with possession.

7.7 If we ask, you must tell us where the Goods are located and where ordinarily garaged.

7.8 You must not take the Goods out of Australia without our permission.

7.9 If we give you reasonable notice (written or verbal), you must allow us access to inspect or test the Goods or you must produce them for those purposes.

7.10 You must not use the Goods, or allow usage, for any illegal or offensive purpose.

7.11 If you intend to surrender the Goods to us, you must give us written notice of your intention to do so. Within 14 days of that notice you must return the Goods to us at the place we ask you to.

#### **8. Insurance**

8.1 You must hold compulsory third party insurance and keep the Goods comprehensively insured against fire, accidental damage, theft, storm and tempest and against such other risks we may require. You must have our interest as mortgagee noted on the policy. You must provide us with evidence of insurance each year and pay all premiums.

8.2 If you do not take out and keep current all required insurance or, if you do not give us evidence of this on request, we may take out the insurance and debit the cost to your account, but we have no duty to do so.

8.3 You must ensure any Goods insurance cannot be defeated or avoided by any non-disclosure, misrepresentation, breach of warranty or other cause or do or permit anything which may jeopardise the insurance.

#### **9. Insurance claims**

9.1 We may make, negotiate and settle any insurance claims concerning the Goods. You must accept any settlement we agree with the insurance company. However, we will act reasonably when negotiating and settling any insurance claims.

- 9.2 You must tell us if the insurer refuses a claim. We can ask you to give us your rights to take further action against that insurer on your claim
- 9.3 We are entitled to the money from an insurance claim over the Goods. However, we may permit you to use the money to repair the Goods or reduce the balance outstanding. We are not entitled to any amount that is in excess of the money owed.
- 10. Our right to protect our interest in the Goods**
- 10.1 For as long as any amount is owed, you appoint us as your attorney:
- (a) to do (at your cost and in your name) anything which you should do under this Contract or to protect our interest in the Goods; and
  - (b) to institute, conduct and settle any disputes concerning the Goods or related insurance, provided we act reasonably in doing so.
- 10.2 We may enter any premises to take possession of the Goods if you are in default and have not remedied the default in the given time, provided we have a Court order authorising the entry or the occupier of the premises has consented.
- 11. Default**
- 11.1 You will be in default if you:
- (a) fail to pay us on time any money due; or
  - (b) do not do what you have agreed to do; or
  - (c) do what you have agreed not to do; or
  - (d) are in breach of any warranty you have given us; or
  - (e) assign or attempt to assign your rights without our written permission; or
  - (f) the Goods are damaged and we reasonably determine they are not repairable.
- 11.2 If you are in default, we will give you a written default notice requiring you to correct the default. However, we need not give you that notice in circumstances where the law does not require it.
- 11.3 A default notice will tell you what you need to do to fix the default, if that can be done. You must do what the notice asks within the time provided.
- 11.4 If, during the period of the default notice, you default a second time in the same way again, then you are still in default, even if you have fixed the first default.
- 11.5 You must pay us the balance outstanding, which may include arrears, default interest, fees and charges, in the following circumstances:
- (a) if you have not fixed the default within the time specified in the default notice; or
  - (b) if the default cannot be fixed, after the time specified in the default notice has passed; or
  - (c) the default is of a kind where the law does not require us to give you a written default notice.
- 11.6 If you cannot fix the default, we are entitled to take possession of the Goods. Where we take possession of the Goods, we may:
- (a) sell the Goods for the best price reasonable obtainable;
  - (b) take legal action against you if there is still a balance owing after the sale of the Goods;
  - (c) execute any transfer, assignment, discharge or other instrument we consider necessary for the enforcement or protection of our rights. For that purpose, while ever there is a balance outstanding, you authorise us to sign all such transfers, assignments, discharges and other instruments in your name; and
  - (d) give valid discharges for any amounts payable in relation to the sale of the Goods.
- 11.7 The net proceeds from selling the Goods will be credited to your account.
- 11.8 After we have taken possession of the Goods:
- (a) we are entitled at our discretion to cancel any financed insurance over the Goods; and
  - (b) apply the premium rebate or refund to the balance outstanding or refund it to you if the account is paid in full.
- 12. Enforcement expenses**
- 12.1 You must reimburse us for all our reasonable expenses ("enforcement expense") in enforcing this Contract.
- 12.2 Enforcement expenses can include a range of costs such as mercantile agency fees, legal fees, fees for paying a repairer's lien over mortgaged goods, taking possession of, preserving and auctioning, mortgaged goods and the costs we reasonably incur in the use of our staff and facilities, as well as all government charges, fees, taxes or duties incurred in relation to those expenses.
- 12.3 You must pay any enforcement expenses we reasonably incur when we ask, but we may, without making demand, debit them to your account to form part of the unpaid daily balance.
- 13. Your personal changes**
- 13.1 You must tell us if you change your name, your residential or postal address, your telephone or mobile number, Nominated Email Address or your employment.
- 14. Giving Documents and communications**
- 14.1 We may give you a Document or communicate in writing to you by:
- (a) giving it personally to you;
  - (b) leaving it at your last known residential or business address;
  - (c) posting it by ordinary mail in a prepaid envelope to your last known residential or business address; or
  - (d) where you have authorised us to provide you with Documents Electronically, by email to your Nominated Email Address. Court Documents may be served the same way if Court Rules permit.
- 14.2 A Document or communication is taken to be given to you:
- (a) if given personally, when it is received by you;
  - (b) if left at your address, when left;
  - (c) if posted, when it would be delivered in the ordinary course of post; or

- (d) if sent Electronically, on the date it bears or the date it is received at your Nominated Email Address, whichever is the later.

14.3 If you need to give us a Document or communicate in writing you must do so by:

- (a) posting it by ordinary mail in a prepaid envelope to our office address as shown in the Loan Schedule, unless we inform you of an alternative office or postal address;
- (b) giving it to, or in the case of court documents, serving it one of our employees at our office;
- (c) emailing it to [enquiries@allcreditautomotivefinance.com.au](mailto:enquiries@allcreditautomotivefinance.com.au) or any other email address we tell you. Court Documents may also be served the same way if Court Rules permit; or
- (d) where the Code requires or permits a notice or other document to be given, any other means permitted by the Code.

### 15. Electronic communication

15.1 Where you have authorised us to provide you with Documents and communicate Electronically relating to this Contract:

- (a) we will provide them to you by email to your Nominated Email Address;
- (b) you will not receive a paper copy of the Documents unless you specifically request it or a law requires it;
- (c) you will need to regularly check to see if you have received any emails from us;
- (d) you will need to maintain and check your Electronic Equipment and your Nominated Email Address regularly to ensure it is always capable of receiving Electronic Communication; and
- (e) you are responsible for printing or saving important Documents – and we strongly recommend that you do so.

15.2 We will send all Documents Electronically to the most recent email address that you have nominated. You must ensure that you notify us of any change in your email address. You may do this by notifying us in writing, e.g. by email, in accordance with clause 14.3.

15.3 You may cancel your authorisation to receive Documents Electronically relating to this contract at any time, by notifying us in writing, e.g. by email, in accordance with clause 14.3

### 16. Financial difficulties

16.1 You should tell us immediately if you cannot make any repayments. If you do, we will discuss alternative payment arrangements with you. However, we do not have to agree to any alternative arrangements.

### 17. Variations

17.1 Except for unilateral variations specifically permitted under this contract, this Contract can only be varied where we both agree.

### 18. Assignment

18.1 You agree we may transfer, or assign, our rights under this Contract without your consent. In doing so, you consent to us giving any information (including documents) about you to the assignee or to anyone who is considering becoming the assignee.

### 19. No waiver of our rights

19.1 We do not waive any of our rights under this Contract, except in writing.

19.2 If we waive our rights, this does not change or reduce our rights unless the law says it does or unless we tell you in writing it does.

### 20. Governing law and interpretation

20.1 This Contract is governed by the laws applying in New South Wales.

20.2 This Contract is to be interpreted as consistent with the Law. If any provision of this Contract is invalid or breaches the Law, in whole or in part, that provision will be severed, and the remainder of this Contract will not be affected.

20.3 In this Contract, unless the context requires otherwise:

- (a) References to contracts, procedures and laws include amendments made to them from time to time.
- (b) References to a party to this Contract include that party's executors, administrators, successors, and assignees.
- (c) The "Code" or "National Credit Code" means the National Credit Code which is Schedule 1 to the National Consumer Protection Act 2009 (Cth).
- (d) The "Law" means any legislation that applies to consumer credit.
- (e) "Documents" includes those documents and notices relating to this Contract which may be given Electronically unless an applicable exemption under the Electronic Transactions Act 1999 (Cth) does not permit a document or notice to be given that way.
- (f) "Electronic Communication" or "Electronically" means the electronic communication of information in the form of data, text, images including email from us to you which you can retain or later reference such as by printing or storing for later display.
- (g) "Electronic Equipment" includes a computer, telephone, or other electronic device which is capable of receiving an Electronic Communication.
- (h) "Nominated Email Address" means the email address provided by you when making the loan application, or, if different, the Nominated Email Address set out in the Loan Schedule or as otherwise notified by you from time to time.