



UHomeLoan

Terms and conditions

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01.11.2018

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UBANK

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PO Box 1466  
North Sydney, NSW 2059

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[ubank.com.au](http://ubank.com.au)





**WARNING:**

The Lender recommends that you seek legal and financial advice before accepting your Loan Offer.



## Division 1 – Understanding your Loan Offer (all facilities)

### 1. Interpretation

#### 1.1 Definitions

In these Terms and Conditions, your Loan Offer and the Associated Conditions, the following expressions have the following meanings:

“Access Code” means the personalised identification number provided by Us to enable access to My UHomeLoan.

“Advantagedge” means Advantagedge Financial Services Pty Ltd ACN 130 012 930, or any successor or assign.

“Annual Percentage Rate” means the UHomeLoan Standard Variable Rate and any Margin as specified in the Financial Table as the Annual Percentage Rate subject to change in accordance with the provisions of the Loan Offer and these Terms and Conditions.

“Associated Conditions” means:

- a. the Payment and Redraw Method Conditions; and
- b. the My UHomeLoan Conditions.

“Available Credit Balance” means in respect of Your Facility Account, the difference between:

- the actual balance of that account less any uncleared balance; and
- the notional balance of that account calculated by Us assuming that the Facility had been drawn down in full on the commencement of the Facility and all Payments of principal, interest and other fees and charges had been paid in accordance with the Loan Offer with no additional Payments, provided that the debit balance referred to in paragraph (a) is less than the debit balance calculated in accordance with paragraph.

Your Available Credit Balance is ascertainable by telephoning UBank or via logging into My UHomeLoan.

“Bank” means National Australia Bank Limited ABN 12 004 044 937 Australian Credit Licence 230686 or any other financial institution with which we may make arrangements for the provision of a Redraw Method or Payment Method.

“Business Day” means any day that is not a Saturday or a Sunday on which banks are open for general business in Melbourne, Victoria.

“Calendar Month” means each of the 12 months of the year.

“Code of Conduct” means any code of conduct to which We or Advantedge subscribe.

“Consumer Protection Law” means the Fair Trading Act 1999 (Vic) or similar consumer protection law of the State or Territory or the Australian Commonwealth which applies to the Loan.

“Credit Law” means any law relating to the provision of consumer credit which applies to the Loan, including the National Consumer Credit Protection Act 2009 (Cth) including the National Credit Code in Schedule 1 and any regulations and instruments made under that Act.

“Date of First Advance” means the date on which any part of a Facility is first provided by Us.

“Date of Disclosure” is the date set out as such in the Financial Table and being the date on which relevant financial information is disclosed for the purposes of Credit Law.

“Default Margin” is the difference between the applicable Annual Percentage Rate and the applicable Default Rate.

“Default Rate” is the applicable Annual Percentage Rate plus a further 4.0% per annum.

“Direct Debit Request Form” means an agreement under which You authorise Us to make payments to your Facility Account by debiting a current account of yours with another financial institution in such form as We may from time to time require.

“Economic Event” means an event where:

- You make any early repayment of all or any part of a Fixed Rate Facility,
- You change to a variable rate or to another fixed rate,
- You change Your payment type (from Interest Only to Principal and Interest or vice versa),
- any other change is made to Your Fixed Rate Facility, at Your request, which affects the amount of the monthly repayments for, or the amount of, Your Fixed Rate Facility, and/or
- We require immediate repayment of all money You owe Us because an Event of Default occurs and We elect to treat it as an economic event, prior to the end of a Fixed Rate Period.

“EFT System” means the electronic system linking Electronic Banking Terminals.

“Electronic Address” includes, but is not limited to, a person’s email address.

“Electronic Communication” means a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy and includes, but is not limited to, communication by email and “communicate electronically” has corresponding meaning.

“Event of Default” means any of the events set out in Clause 15.1.

“Facility” means the Loan set forth in the Loan Offer unless the Loan Offer provides for the Loan to be divided into separate component parts in which case Facility means each such designated part and “Facilities” has a corresponding meaning.

“Facility Account” means the account that You have with Us in respect of a Facility.

“Facilities Agreement” means any agreement from time to time between the Bank and Us for the provision of services by the Bank in respect of a Redraw Method or Payment Method.

“Financial Table” means the table containing relevant financial information set out at the start of the Loan Offer.

“Fixed Rate Facility” means a Facility identified as a fixed interest rate facility. If facility is a fixed interest rate facility, Clause 20 shall apply.

“Fixed Rate Fee” means the fee payable from time to time where you request a Fixed Rate Facility.

“Fixed Rate Period” means the period agreed period during which a Facility has a fixed interest rate.

“Fixed Rate Expiration Date” means the end of the Fixed Rate Period.

“Fixed Rate Offer Expiry Date” means the date set out in the Loan Offer.

“Information System” means a system for generating, sending, receiving, storing or otherwise processing electronic communications.

“Lender” means AFSH Nominees Pty Ltd ABN 51 143 937 437 Australian Credit Licence 391192 of Level 10, 101 Collins Street, Melbourne telephone (03) 8616 1000.

“Lender’s Early Payment Loss” is our estimate of our costs and losses as set out in the Loan Offer and Clause 20.9

“Loan” means the loan of the Amount of Credit set out in the Financial Table and which may be comprised of one or more Facilities in accordance with the terms of the Loan Offer.

“Loan ID Number” means the security access number as shown in a Borrower’s Facility Account.

“Loan Offer” or “Offer” means any Loan Offer, provided by Us to You which adopts these Terms and Conditions or which is subject to these Terms and Conditions, as amended in accordance with these Terms and Conditions.

“Loan Servicer” means Advantedge or any other servicer identified in the Loan Offer.

“Margin” means the interest rate margin identified in your Offer

“Nominated Account” means the current account You maintain in connection with your Direct Debit Request Form.

“Notional Monthly Repayment” means the amount calculated by Us as representing a monthly Payment of the Facility:

- in the case of a principal and interest Facility, including



principal and interest assuming that the Facility has been drawn down in full on the Date of First Advance and was repaid by equal monthly payments until the Final Repayment Date; and

- in the case of an initially interest only Facility, the initial interest payment assuming that the Facility has been drawn down in full on the Date of First Advance.

“Payment” means a payment of any amount to your Facility Account including repayment of principal and any payment of interest or fees and charges.

“Payment Method” means a method that We make available for You to make Payments to your Facility Account in accordance with the Payment and Redraw Method Conditions and your Loan Offer.

“Payment and Redraw Method Conditions” means the loan account payment and access redraw conditions forming Part 5 of this document and setting out how You can access credit and make payments under your Loan, as amended from time to time.

“Redraw Method” means a method that We make available to You to access credit available on your Facility Account in accordance with the Payment and Redraw Method Conditions and your Loan Offer.

“Security” means any existing or new mortgage required by the Loan Offer.

“Security Property” means any property that is the subject of Security.

“My UHomeLoan Conditions” means the conditions forming Part 6 of this document and setting out how You can access your Facility Account by the internet.

“My UHomeLoan” means the automated service system operated on behalf of Us and accessible via the internet.

“Transaction” means a debiting or crediting to your Facility Account other than:

- the monthly debiting of interest,
- the crediting of your payments in accordance with an agreed payment frequency,
- the debiting of a redraw pursuant to Clause 7 in accord-

- ance with our standard direct debit system, or
- the consequential debiting of taxes.

“UBank”, a division of National Australia Bank Limited ABN 12 004 044 937 Australian Credit Licence 230686, is your Mortgage Manager as set out in the Loan Offer.

“UBank Reference Rate” means the rate identified as the UHomeLoan Standard Variable Rate displayed on the UBank website: [ubank.com.au](http://ubank.com.au).

‘Unauthorised Transaction’ means any transaction, using the My UHomeLoan service, You did not authorise or engage in or have knowledge of even though Your Loan ID or Access Code was used to generate the disputed transaction.

“We” or “Us” means the Lender and “our” has a corresponding meaning.

“You” means the person or persons to whom the Offer is made and “your” has a corresponding meaning.

## 1.2 Your instructions to us relating to the Loan

If there is more than one of You, each of You authorises any of You to give Us instructions in relation to your Loan, including any changes to the Loan. These instructions will bind all of You.

## 1.3 Jurisdiction

This Loan is subject to the laws of the Australian State or Territory in which You ordinarily reside when You accept the Loan Offer. If You do not ordinarily reside in an Australian State or Territory then this Loan is subject to the laws of the Australian State or Territory in which We first provide the Loan to You.

## 1.4 Credit Law

Your Loan Offer states whether Credit Law applies to the Loan.

If Credit Law applies to the Loan, then where Credit Law would make a provision of the Loan Offer or these Terms and Conditions illegal or void then the Loan Offer or these Terms and Conditions are to be read down (if possible) to the extent needed to prevent it having any of those effects. If this cannot be done, the Loan Offer or these Terms and Conditions are to be read as if that provision were omitted.

If Credit Law applies to the Loan and the Loan Offer and these Terms and Conditions are inconsistent with Credit Law, Credit

Law prevails to the extent of the inconsistency.

For the purpose of this Clause, these Terms and Conditions include the Payment and Redraw Method Conditions.

### 1.5 Loan portability

Your Loan is portable which means that if You sell the Security Property and purchase an alternative property, We are generally agreeable to transferring your Loan to your new property. You have up to three months to provide Us with a mortgage over another Security Property. Pending the provision of the new mortgage, your loan funds must be placed in interest bearing deposit with Us under our control. This may save You significant fees and expenses. Loan portability is subject to your satisfactory credit history and our approval of alternative security. Contact UBank to discuss this option.

### 1.6 The Lender's other credit products

We offer several competitive and innovative loan products. During the course of the Loan You may find that some other product of the Lender better suits your requirements.

UBank will be happy to discuss with You any changes You may wish to make to the Loan. For example, You may wish to change the Loan from a variable interest rate to a fixed interest rate or vice versa.

In most cases new loan documentation will be required, but existing mortgages can be utilised, so that the changes can be made quickly, with minimum effort and expense.

## Division 2. General Provisions

### 2. Duration and drawdown

#### 2.1 Commencement

The Date of First Advance must take place within two months of the date the Offer is accepted and received by Us. If the Date of First Advance does not occur within that time (or any extension granted by Us), We may terminate our obligation to advance the Facility.

#### 2.2 Balance of Facility

In the event that the Facility is not drawn in full on the Date of First Advance, then the balance may be drawn down following notice to Us at least two business days before the date of the requested drawdown. Notice by You pursuant to this clause

must be in writing.

## 2.3 Expiry

The Facility is to be repaid in full on or before the Final Repayment Date set forth in the Loan Offer.

## 3. Requirements before drawdown

Before a drawdown of your Facility can be made:

- You must sign and return the Loan Offer to our solicitors or settlement agent,
- You must provide any new Security that is required by the Loan Offer,
- You must provide evidence of insurance as required by the Loan Offer and these Terms and Conditions,
- You must comply with any of our other requirements as notified by Us, our solicitors or settlement agent,
- the Security Property and the Security must be in order,
- there must be no current Event of Default, and

no information must have come to the attention of Advantedge and no event must have occurred which in either case in the reasonable opinion of Advantedge would render the providing of the Facility prejudicial to our interest.

## 4. Interest

### 4.1 Calculation of interest

Interest is calculated on a daily basis on the unpaid daily balance of the Facility at the rate determined by dividing the Annual Percentage Rate applicable at the time by 365.

### 4.2 Calculation of additional interest where there is default in Payments

In addition to interest in accordance with Clause 4.1, if there is default in payment then while the default continues, interest is calculated on a daily basis in respect of the amount in default at the rate determined by dividing the Default Margin applicable at the time by 365.

### 4.3 Interest (including default interest) is debited monthly and on final repayment

Interest will be debited each Calendar Month, with the first interest being debited on the last day of the Calendar Month in which the Date of First Advance occurs and on the last day of each Calendar Month thereafter. In addition, We will debit any interest accrued at the time on the date the Facility is repaid in full. The amount debited is not treated by Us as part of the

unpaid daily balance for the last day of the Calendar Month for the purpose of calculating interest charges under the Facility.

#### 4.4 Period to which the interest refers

Interest will be calculated from and including the Date of First Advance through to and including the first debiting date. Thereafter, the period for which interest is calculated will be from but not including the previous debiting date through to and including the current debiting date. In addition, where the Facility is repaid in full, the period is from but not including the previous debiting date through to and including the day prior to the repayment date.

#### 4.5 Interest debited to account will attract interest

Except as otherwise provided in this clause, interest debited to the Facility will attract interest at the same rate and in the same manner as principal moneys.

5. This clause has been deliberately left blank

#### 6. Payments

##### 6.1 Payment of principal, interest and fees

You agree to pay all of the principal moneys, interest and fees and charges due under the Loan in accordance with the terms of the Offer.

##### 6.2 Repayments in Loan Offer

The repayments set out in the Loan Offer have been calculated on the assumption that your Facility is drawdown in full on the Date of First Advance.

If You do not drawdown your Facility in full on the Date of First Advance, We shall recalculate your monthly payment and promptly advise You of a reduced monthly payment. Clause 8.2 shall not apply to this notification.

##### 6.3 Method of Payment

All payments are to be made by use of a direct debits system nominated by Us from time to time, by BPAY® or by salary and other income crediting in accordance with the Payment and Redraw Method Conditions. You will need to complete and sign appropriate forms in accordance with those conditions and this clause. We will debit each payment to the account nominated by You in accordance with your Direct Debit Request Form in the absence of other authorised payment. You agree to comply with the Payment and Redraw Method Conditions and to maintain a current Direct Debit Request Form at all times.

#### 6.4 Change of Payment frequency

Subject to You not being in default hereunder, You may from time to time change the payment frequency in respect of the Facility following the payment of one initial monthly instalment to:

- weekly payments on any day of the week (payment equals monthly payment multiplied by 12 and divided by 52);
- fortnightly payments on any day of the week (payment equals monthly payment multiplied by 12 and divided by 26); or
- monthly payments on any day of the month.

Changes to your payment frequency may be effected by contacting UBank or via My UHomeLoan. When You change the payment frequency, a one-off interest payment may be required to cover any broken period arising from the change of payment dates. We will tell You the amount required to be paid to cover that period.

#### 6.5 Crediting of Payments

Any payment received by Us after 4:00pm Melbourne time on any day will be credited to the Facility on the next Business Day.

If any payment is dishonoured, the payment will be treated as not having been made. We will reverse any credit and accrue interest on the unpaid daily balance as if the credit had not been made.

Where a payment is due on a day that is not a Business Day, You must make the payment on the immediately preceding Business Day.

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We will apply each payment to pay:

- first, any arrears, in the order in which the amounts comprising arrears have been debited to the account,
- secondly, fees, charges and similar payments,
- thirdly, interest charges, and
- fourthly, the balance of the Facility.

#### 6.6 Additional Payments

- a. Except as set forth in the following paragraphs, You must not pay an amount under the Facility before it is due and payable. We are not obliged to accept such a payment.

- b. Subject to Clause 6.6(d) You may repay the Facility in full at any time.
- c. Subject to Clause 6.6(d) You may pay an additional amount in repayment of the Facility at any time provided that You give Us at least two Business Days notice of your intention to make the early repayment.
- d. Making additional payments to a Fixed Rate Facility may result in an Economic Event. If there is an Economic Event, Lender's Early Repayment Loss may be payable as set out in Clause 20.9
- e. Notice by You pursuant to this clause must be in writing via My UHomeLoan or in a method acceptable to the Lender. If You effect an additional Payment to your Facility, any such Payment will be applied in satisfaction of any Payment due to be effected by direct debit within the next month, unless You arrange otherwise. For example, a voluntary Payment made on 21.09.2010 is applied towards satisfaction of the Payments due up to 20.10.2010, or if 20.10.2010 is not a Business Day, the next Business Day thereafter.
- f. If You effect additional repayments pursuant to this Clause, You may apply to Us to reduce your repayments for the balance of your Facility. There is no obligation on Us to agree to any change.
- g. Additional payments may not reduce the term of a Facility Account. You can ask us to reduce the term of a Facility Account. Please see clause 6.7 for details.

#### 6.7 Reducing the term of a Facility Account

When a variable rate applies to a Facility Account, you may ask us to:

- a. increase the monthly payment on that Facility Account at all times during the term of that Facility Account by a particular amount to assist in ensuring that Facility Account is paid in full prior to the Final Repayment Date; or
- b. reduce the term of that Facility Account by bringing forward the Final Repayment Date. After we act on your request, we will set monthly payments on that Facility Account under clause 8.2 to ensure you pay the total owing on that Facility Account by its new Final Repayment Date. If you reduce the term of a Facility Account, you may need to make higher repayments to ensure you repay the Facility Account by its new Final Repayment Date. Otherwise, in accordance with clause 8.2, we will set monthly payments on a Facility Account

to ensure you pay the total owing on any Facility Account by the Final Repayment Date set out in the schedule whether or not you have made additional payments on that Facility Account.

## 7. Redrawing of early Payments

### 7.1 Availability

You may from time to time request a redraw under a Facility on the following conditions:

- You have prepaid amounts under the Facility in excess of your scheduled Payments,
- the redraw amount requested by You is not more than your Available Credit Balance,
- there has been no adverse change in your financial situation or to your ability to repay the Facility without hardship,
- the Security and the Security Property are in order,
- You request the redraw in accordance with these Terms and Conditions,
- at the time that You request the redraw there is no current Event of Default,
- no information has come to the attention of Advantedge and no event has occurred which, in either case in Advantedge's reasonable opinion, would render the providing of the Facility prejudicial to our interest, and
- Advantedge, in its discretion, exercised reasonably, consents to the redraw request.

### 7.2 Requirements for redraw

When a redraw is requested during the term of the Facility, You must observe the following conditions:

- You must request a redraw in such form as We reasonably require,
- You must make your request to UBank at least two Business Days before the date that the redraw is required, or via My UHomeLoan
- notice by You pursuant to this clause must be in writing, or via My UHomeLoan or in a method acceptable to the Lender.

### 7.3 Procedure for redraw

When a redraw is made, We will credit the amount of the redraw to the account for which We hold your current Direct Debit Request. We will credit the account by use of a direct credit system nominated by Us from time to time.



## 8. Changes to the Loan

### 8.1 Changes to interest rates

We may change the Annual Percentage Rate, by changing any of the UHomeLoan Standard Variable Rate or the Margin (unless the Offer provides otherwise), from time to time to reflect our view of market conditions and cost of funds, or as otherwise provided in the Loan Offer or these Terms and Conditions.

We may also change the Default Rate from time to time to reflect our view of market conditions and cost of funds, or as otherwise provided in the Loan Offer or these Terms and Conditions.

When there is a change in the Annual Percentage Rate by changing the UHomeLoan Standard Variable Rate or the Margin, or both, or, We change the Default Rate, We will notify You:

- in writing no later than the date it begins to apply to your Loan; or
- by advertising any reduction or increase in a leading daily newspaper in each State and Territory no later than the day on which the change takes effect.

You can find out your UHomeLoan Standard Variable Rate for your Facility at any time by logging on to My UHomeLoan.

### 8.2 Changes to Payments

We can change the amount of Payments so that they are sufficient to repay the Facility within the agreed term in circumstances of interest rate change or redraw or drawing of all or part of your Available Credit Balance or default by You. We will not automatically review the Payments every time that interest rates change or every time You make a redraw or drawing of all or part of your Available Credit Balance. We may also change the frequency or time for payment of Payments and the period over which they are to be paid and the manner in which they are to be paid and the method of calculation of Payments. We will give You at least 20 days written notice before any increase in your Payments take effect.

### 8.3 Changes to fees and charges

We may introduce new fees or charges for loans. We may change the amount, frequency or time for payment and the manner in which each fee and charge for the Loan is to be paid. Where these changes are made unilaterally by Us, You will be given at least 20 days notice in writing of the change or new fee or charge.

#### 8.4 Changes to redraw provisions

We may terminate or vary your right to effect a redraw pursuant to Clause 7 at any time by giving not less than 20 days notice in writing.

#### 8.5 Other changes to the Loan Offer or Terms and Conditions

Other changes We may make to Your Loan include changes to:

- the manner in which interest is calculated or applied and the dates on and frequency and manner with which interest will be charged or debited and the manner in which it is to be paid,
- the manner in which We can advise You of changes to the Loan or these Terms and Conditions, or
- any other provision of the Loan Offer or the Terms and Conditions which is not specifically covered by the other provisions of Clause 8 including the adopting of a new Terms and Conditions Booklet to replace this document.
- We may make these changes because of:
  - changes in the cost of providing credit to You;
  - changes in legal or other regulatory requirements affecting Us;
  - changes in any system or product development or enhancement;
  - the need to correct errors, omissions, discrepancies or ambiguities; or
  - changes to industry practice.

Where We make the changes under this clause, We will give You not less than 20 days notice in writing of the change.

## 8.6 If you cancel your Loan

If You consider that you will be adversely affected by changes to the Loan Offer or the Terms and Conditions notified to you under this Clause 8, You may cancel the Loan by repaying Us the amount required to pay out your Loan on the day You wish to end the Loan. If You cancel the Facility, You may be required to pay the fees, costs and charges as set out in the Loan Offer. If You cancel the Facility during a Fixed Rate Period You may also be required to pay a Lender's Early Repayment Loss.

## 9. Fees and charges

Details of fees and charges payable by You in respect of the Loan are set out in the Loan Offer.

## 10. Payment of fees and charges

After commencement of the Loan unless You pay the fee or charge directly We may debit the fee or charge to the Facility Account or your Nominated Account on the day it is due.

Any fee or charge payable when the Facility is repaid or Security is discharged must be paid directly. Fees and charges debited to the Facility Account will be added to the outstanding balance of the account and attract interest at the same rate and in the same manner as principal moneys. When fees and charges are debited to your Nominated Account, You must ensure that there are sufficient funds available to cover those fees and charges.

## 11. Security

### 11.1 Security for the Loan

Details of all existing and new Security for the Loan are set out in the Loan Offer.

### 11.2 Security documentation procedure

Our solicitors or settlement agents will prepare the security documents using our standard form Security documents.

You must do anything (such as producing and signing documents) that We reasonably require to give full effect to these terms and the Securities.

### 11.3 Insurance

The Security Property must be insured at all times during the Facility.

We have a mortgage over any claim under such insurance and the proceeds of any claim.

## 12. Commissions

Details of commissions payable to or receivable by Us relating to the introduction of the Loan or for business financed by the Loan are set forth in the Loan Offer.

## 13. Lender's mortgage insurance

The Offer may provide that the Loan is conditional on Us obtaining lender's mortgage insurance no later than the Date of First Advance.

This is insurance effected by the Lender against loss to Us that may arise under the Loan. The insurance protects Us, not You as the borrower. If You default under the Loan resulting in the sale of the Security Property, but the sale proceeds are not sufficient to fully repay the Loan, We may incur a loss.

We may recover the loss under our mortgage insurance policy.

However, You will still be legally responsible for repaying the Loan and the insurer can recover any shortfall it has paid Us from You.

The amount of any premium that You are required to pay is set out in the Financial Table. If no amount is set out, then We will pay any premium.

## 14. Information

### 14.1 Full names and addresses of debtors

You promise Us that your name and address as set forth in the Loan Offer are complete and correct.

### 14.2 Financial information

We may at any time during the term of the Loan require You to provide information concerning your financial circumstances. You are obliged to provide the information together with such supporting material as is reasonable.

### 14.3 Assignment

We may assign Our rights and interests in the Loan. We will not give You notice of that assignment unless notice is required by law or We reasonably consider there is an important reason to notify you. You consent to the disclosure by the Lender of any information We have about You (including a copy of the Loan Offer) to any person who has acquired the rights or interests of Us or is considering doing so. Your rights are personal to You and may not be assigned without our consent. Where the Loan is governed by Credit Law, You will have the same rights

against an assignee at law as You do against Us.

#### 14.4 Statements

We will provide statements of account to every party to the Loan, or a nominated party, once each six months, or more often as agreed. In addition, statements of account are available via logging on to My UHomeLoan at any time.

If there are errors or unauthorised transactions shown on your statement, it is your responsibility to notify Us or UBank immediately.

#### 14.5 Notices

- a. We may give You a notice in writing, a statement or a demand for payment by delivering it to You personally or by leaving it at your residential or business address, or by sending it by post, facsimile or similar facility to your residential or business address. For this purposes, We can use the last address that We have recorded for You. We may also give you notice in writing, a statement or a demand for payment by method of electronic communication.
- b. Subject to Clause 14.7, We may communicate with You at your last known Electronic Address.
- c. Service by post may be effected by properly addressing, preparing and posting the notice, statement or demand for payment as a letter.
- d. Service by electronic communication is effected at the time when the electronic communication enters the information system of the addressee.
- e. If the notice is a demand for payment, it can be signed by any officer of Us, or any solicitor or other agent authorised by an officer of Us. Any other form of notice or statement need not be signed, unless required by law.
- f. If You change your name, address or Electronic Address You must notify Us in writing immediately specifying details of the change.

#### 14.6 You may communicate electronically with Us

- a. If, under the Loan Offer or Credit Law You are required or permitted to:
  - give information in writing;
  - produce a document,
  - You may do so electronically (subject to this clause).
- b. We will only accept electronic communication by You

that:

- is sent to Us at the Electronic Address most recently advised by Us to You;
- c. is sent by You or with your consent;
- d. clearly identifies your Facility Account name and Loan ID Number;
  - is in a format that can be printed and saved electronically by Us;
  - is dispatched by the Electronic Address We have recorded for You.
- e. This clause does not apply to providing notices and documents prior to entering into the Loan.
- f. Documents of title cannot be communicated electronically.
- g. We can withdraw consent to the giving of documents and notices by electronic communication at any time.

#### 14.7 We may communicate electronically with You

- a. We may communicate electronically with You, if You give Us your specific consent in writing (in a form acceptable to Us) to receive information electronically. Then, We may provide You electronically with documents and notices these Terms and Conditions or the Credit Law require or permit Us to give You in writing.
- b. If the Credit Law applies to your Loan, We may give You documents and notices electronically only if the Credit Law permits Us to do so.
- c. If You consent to Us giving You documents and notices by Electronic Communication, You acknowledge that:
- d. We may no longer give You paper documents and notices;
- e. electronic communications should be regularly checked for documents and notices; and
- f. You may withdraw your consent at any time. When We give documents or notices to You by Electronic communication, We may:
- g. post the documents or notices on My UHomeLoan. If We do this, We will promptly notify You by electronic communication at the Electronic Address We have recorded for You. We will ensure that the documents or notices are available for a reasonable period of time for retrieval by You and provide You with information as to how to access or retrieve the documents or notices; or
- h. send the documents or notices to You at the Electronic Address We have recorded for You.

## 15. Default

### 15.1 Events of Default

Each of the following is an Event of Default:

- You do not make a Payment on time,
- You fail to comply on time with any of your obligations under the Loan Offer or these Terms and Conditions,
- any information supplied by You in connection with the Loan Offer or any Security or Security Property is false or, in our opinion, misleading,
- You breach any term or condition of any Security or any other agreement with Us,
- You become insolvent (within the meaning of the Corporations Act),
- You die or become mentally incapacitated,
- You give any mortgage or charge over the Security Property without our consent or default under any such mortgage or charge; or
- any action is commenced or threatened to confiscate any Security Property under any legislation relating to the proceeds of crime.

### 15.2 Consequences of an Event of Default

If an Event of Default occurs:

- We may refuse to give You further credit,
- immediately, and without notice to You, take action to protect any Security or any Security Property, for example, by paying insurance premiums or outstanding rates and taxes, and
- We can require immediate payment of all money You owe Us.

Before We require payment, We will give You at least 30 days written notice (calculated as provided by Credit Law) to remedy the Event of Default.

However, we will not give You notice and money will become immediately repayable without notice if:

- We believe on reasonable grounds that We were induced by fraud on Your part or the part of a mortgagor to enter into the Loan,
- We have made reasonable attempts to locate You but without success,
- a court so authorises Us, or
- We are otherwise permitted to do so under Credit Law.

If an Event of Default occurs and We do not give You any written notice in respect of that Event of Default, this does not mean that We have waived our rights in respect of the Event of Default or our right to serve notice at a later date.

If payment is made following an Event of Default in accordance with this clause prior to the fifth anniversary of the Date of First Advance (whether as a consequence of our default action pursuant to any Security or otherwise), You shall be obliged to pay to Us any additional amount which would have been payable pursuant to Clause 6.6 or Clause 20.

### 15.3 Enforcement expenses

If an Event of Default occurs, You will be required to pay reasonable expenses which are reasonably incurred by Us in enforcing or preserving our rights under the Loan or the Security including any goods and services tax paid by Us in respect thereof.

These expenses include our reasonable expenses reasonably incurred in preserving or maintaining the Security Property (including paying insurances, rates and taxes) after a default and collection expenses. Enforcement expenses may be debited to the Loan, and will attract interest at the same rate and in the same manner as principal moneys.

Enforcement expenses are payable by You when they are incurred by Us.

### 15.4 Joint and several liability

If the Loan is being made to more than one person, then each person will be liable individually, and every 2 or more persons are liable jointly, for all amounts due under the Loan. All of your obligations attach to your successors and permitted assignees.

### 15.5 Exercise of Lender's rights

Any rights, powers or discretions of ours relating to the Loan may be exercised by:

- the Lender;
- by the Loan Servicer as servicer of the Loan; or
- by any officer of either Us or Advantedge or by our solicitors.

All notices to Us must be forwarded to Advantedge.



## 15.6 Code of Conduct

Our rights under the terms of the Loan Offer and these Terms and Conditions shall be subject to the provisions of each applicable Code of Conduct.

## 16. Disbursement of the Loan

The Loan shall be disbursed as set forth in the Loan Offer.

## 17. Provisions applying to Facility Accounts

### 17.1 Separate financial accounts for each Facility Account

Where the Loan Offer provides for the Loan to be divided into separate component parts, We will account separately for each component part (each Facility) and will:

- designate a separate account for each Facility;
- provide a separate account number for each Facility, and
- issue separate statements of account for each Facility.

### 17.2 Conduct of each Facility

We may direct a fee or charge to any Facility or divide a fee or charge between a Facility.

## 18. Liability of lender

Only the parties to this Offer will be liable for any breach of or accrued obligation arising under this Offer, and any obligation or liability accrued under this Offer may only be enforced by the parties to this Offer unless this Offer is novated, assigned or additional parties are added pursuant to the terms of this Offer

## 19. Dispute resolution process

### 19.1 What to do if you have a dispute or complaint

If you wish to dispute any matter or make a complaint against Us, please contact Us. We have both internal and external dispute resolution processes aimed to resolve any dispute or complaint from You.

### 19.2 Lodging your dispute or complaint

You should gather all relevant supporting documents about the dispute or complaint. You can let us know your dispute or complaint by:

#### Contacting UBank in first instance

- Customer Resolutions Officer  
UBank  
P.O. Box 1466  
North Sydney NSW 2059

- Website: [ubank.com.au](http://ubank.com.au)

For some complaints, for example those relating to hardship applications or Our Default process, UBank may refer your complaint to Advantedge:

- Complaints & Disputes Resolution Officer  
Advantedge Financial Services  
Level 10, 101 Collins Street  
Melbourne VIC 3000
- Email: [complaints@advantedge.com.au](mailto:complaints@advantedge.com.au)
- Telephone: (03) 8616 1377  
9am – 5pm AEST weekdays
- Fax: (03) 8618 4464
- Website: [advantedge.com.au](http://advantedge.com.au)

### 19.3 Next step if you are not happy with our proposed resolution

We'll always do our best to bring complaints to a satisfactory and clear resolution (usually within 45 days unless your complaint is about hardship, enforcement proceedings or a default notice in which case we'll respond within 21 days).

If your concerns haven't been resolved to your satisfaction or we haven't responded within the relevant time frame, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA) at:

- Website: [www.afca.org.au](http://www.afca.org.au)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Telephone: 1800 931 678 (free call)
- In writing to:  
Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

AFCA is an external dispute resolution (EDR) scheme to deal with complaints from consumers about financial firms. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

## 20. Fixed rate facilities

### 20.1 Application of Clause

This clause applies to a Fixed Rate Facility in the event of any inconsistency between the provision of this clause and any other provision of the Terms and Conditions (other than Clause 1.2), the provisions of this clause shall prevail.

### 20.2 Initial drawdown

The Facility must be drawdown in full on the Date of First Advance.

### 20.3 Determination of initial fixed interest rate

If your Loan Offer provides that the interest rate is fixed for a Fixed Rate Period, the interest rate will be the fixed rate specified in the Loan Offer provided the Date of First Advance is on or before the Fixed Rate Offer Expiry Date; and

The interest rate is fixed for the Fixed Rate Period commencing on the Date of First Advance.

If the Date of First Advance is after the Fixed Rate Offer Expiry Date, the interest rate for your Loan will be the variable interest rate described in your Offer.

### 20.4 Restriction on change of interest rate

We will not change the Annual Percentage Rate pursuant to the provisions of Clause 8.1 in the case of Fixed Rate Loans following the Date of First Advance and prior to the Fixed Rate Expiration Date.

### 20.5 Restrictions on redraw

The provisions of Clause 7 shall only apply if the interest rate is a variable interest rate (following the Fixed Rate Expiration Date).

### 20.6 Additional Payments

If You make any early Payment of all or any part of your Facility prior to the Fixed Rate Expiration Date, You shall pay to Us the Lender's Early Payment Loss as set forth in the Loan Offer.

### 20.7 Request for a variable rate

You may request a Facility to be changed from a fixed interest rate to a variable interest rate by contacting us.

If We agree to your request prior to the end of the Fixed Rate Expiration Date, You must pay Us the Lender's Early Payment Loss as set forth in the Loan Offer.

## 20.8 When a fixed rate period ends

When a fixed rate period ends following the Fixed Rate Expiration Date, the interest rate on the Facility changes to a variable interest rate unless We agree with a request by You to a different interest rate (such as a fixed rate or interest only product). See Part 3: Warning regarding fixed rate lending.

## 20.9 Calculation of Lender's Early Payment Loss

The Lender's Early Payment Loss for a Fixed Rate Facility is an amount equal to our reasonable estimate of Our loss arising from an Economic Event. This loss usually arises because of changes in market interest rates between the start of the Fixed Rate Period and when the Economic Event occurs.

We may calculate the Lender's Early Payment Loss for a Fixed Rate Facility as:

- a. the cost to Us of breaking any related fixed rate funding agreement between Us and another party. That party will advise Us of what the costs will be. We do not have to provide You with any funding agreement between Us and another party; or
- b. by calculating the amount representing the difference between Our cost of funds at the start of the Fixed Rate Period and Our cost of funds on the date of the Economic Event over the remainder of that period.
  - This is then discounted back to the net present value at the rate equivalent to Our cost of funds at that date.

We are not obliged to pay You any benefit arising from an Economic Event.

## 21. Read down clause

If any law making unfair contract terms void could apply to a term in these Terms and Conditions, the following rules apply to interpreting that term.

- a. If the law would make the term void because the term permits Us to exercise a right or discretion in a way or to an extent that would cause detriment to You, the term shall be read down and construed so as not to permit Us to exercise the right or discretion in such a way or to such an extent but otherwise the term shall be construed as permitting Us to exercise the right or discretion in all ways and to any extent consistent with the term.
- b. If the law would make the term void because the term imposed a particular amount for a fee or charge, the term

shall be read down and construed as authorising the maximum amount for that fee or charge which would not cause the term to be void.

- c. If the law would make the term void because it authorised us to recover costs or losses or damages to be calculated by us in a specified way or in a way we chose, the term shall be read down and construed as authorising us to recover the maximum reasonable costs, losses and damages to be calculated in a reasonable way that did not cause the term to be void.
- d. If, despite the application of rules (a), (b) and (c) to the term, the law would make the term void, the term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the term is not void.

These reading down rules apply before any other reading down or severance provision in these Terms and Conditions.

Part 2 is only applicable if your Loan Offer provides that your loan is regulated by Credit Law

Things you should know about your proposed credit contract. This statement tells you about some of the rights and obligations of yourself and the Lender. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the Lender 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?

The Lender must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before –

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

#### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to the Lender, you must be given a copy to keep. Also, the Lender must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the Lender has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to the Lender and ask for one. The Lender 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 Lender 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 the Lender 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 the Lender 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 the Lender at any time and ask for a statement of the pay out figure as at any date you specify, or contact UBank. You can also ask for details of how the amount is made up.

The Lender must give you the statement within 7 days after you give your request to the Lender. 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 the Lender to charge one) and other fees.

7. Can my contract be changed by the Lender?

Yes, but only if your contract says so.

8. Will I be told in advance if the Lender 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 the Lender;
  - 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 the Lender. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact the AFCA scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

- Website: [www.afca.org.au](http://www.afca.org.au)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Telephone: 1800 931 678 (free call)
- In writing to:  
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 [asic.gov.au](http://asic.gov.au)

## Insurance

10. Do I have to take out insurance?

The Lender 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 Lender 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 the Lender. 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 the Lender then, within 14 days of that happening, the Lender 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? The Lender 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 the Lender 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 Lender.

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 Lender 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 the Lender'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 the property?

See the answers to questions 20 and 21.

Otherwise you may

- sell the property, but only if the Lender gives permission first; or
- give the property to someone who may then take over the repayments, but only if the Lender gives permission first.

If the Lender 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 the Lender even after the mortgaged property is sold.

19. Can the Lender take or sell the mortgaged property? Yes, if you have not carried out all of your obligations under your contract.

#### General

20. What do I do if I can not make a repayment?

Get in touch with the Lender immediately. Discuss the matter and see if you can come to some arrangement. You can ask the Lender 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.

21. What if the Lender and I can not agree on a suitable arrangement?

If the Lender refuses your request to change the repayments, you can ask the Lender to review this decision if you think it is wrong.

If the Lender still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out in question 23.

22. Can the Lender 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.

23. 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 the Lender. You must attempt to resolve your complaint with the Lender before contacting the AFCA scheme. If you have a complaint which remains unresolved after speaking to the Lender 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:

- Telephone: 1800 931 678 (free call)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Website: [www.afca.org.au](http://www.afca.org.au)
- Postal address:  
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.

The Lender draws to your attention that:

- the Annual Percentage Rate [and the Default Rate] for your fixed rate facility will be set by the Lender on or before the Date of First Advance having regard to market conditions and the Lender's costs of funds and may be in excess of the interest rates set forth in the Loan Offer;
- a Lenders Early Repayment Loss as set out in your Loan Offer may be payable to the Lender following an Economic Event. This fee may be substantial in the event that interest rates fall between the Date of First Advance and the date of early repayment to compensate the Lender for the cost it incurs for any early repayment by You of a Fixed Rate Facility;
- the Lender recommends that You obtain independent legal and financial advice about the benefits and risks of fixed rate borrowing;
- if you require it we will provide You with an estimate of the costs to you of early repayment of a Fixed Rate Facility;
- in signing the Loan Offer, You acknowledge that You have not relied upon any forecast or estimate by or on behalf of the Lender concerning future interest rate trends before the entering into the Loan.

## Part 4

# Insurance requirements concerning your loan

Unless the Security Property is vacant land, it should be noted that settlement of the loan cannot be arranged unless an acceptable insurance policy and/or certificate of currency is provided to the Lender's solicitors or settlement agents.

The policy and/or certificate of currency must:

- a. show the interest of AFSH Nominees Pty Ltd as mortgagee,
- b. be for an amount of not less than the minimum amount of insurance cover stipulated by the Lender for the full reinstatement of the Security Property,
- c. show the correct security address and the name(s) of the Mortgagor(s) as the insured, and
- d. also have coverage against loss or damage arising from the following risks: aircraft collision, explosion, fire or lightning, earthquake, flood, smoke, vandalism, vehicle collision, wind or hail.

Only a policy or a certificate of currency issued by the insurer will be accepted.

## Part A – Introduction

## 1. About these conditions

## 1.1 Payment and Redraw

These conditions set out available methods for You to access credit under our loan products, and govern the use of those Redraw Methods. These conditions also provide flexibility as to how You can make payments to Us.

## 1.2 Redraw Request

If You wish to use an available Redraw Method, You will need to complete the appropriate request or application form. The Redraw Method will become effective only when We agree to your request, and will be subject to these conditions.

## 2. Availability of Payment and Redraw Methods

## Payment and Redraw Methods Table

Payment method	Available
Regular direct credit	Yes
Optional direct credit (for example, health insurance claims, dividends, etc)	Yes
BPAY	Yes
Salary and other income crediting	Yes
Any other method from time to time offered to You by Us	Yes
Redraw method	Available
Regular direct debit	Yes
Optional direct debit (for example, payment of insurance premiums)	Yes
Any other method from time to time offered to You by Us	Yes

Please note that redraw is not permitted whilst fixed interest rate provisions apply.

### 3. Your Loan Offer and these conditions and Loan Offer

These conditions operate together with your Loan Offer, but do not replace it.

#### 3.1 Inconsistency between these conditions and the Loan Offer

These conditions override your Loan Offer to the extent of any inconsistency other than Clause 1.2 of the Terms and Conditions.

### 4. Payment Made by Other Method

If You make a Payment by any method which has not been approved by Us then, at Our option:

- a. We may accept that Payment even though the Payment method has not been approved by Us; or
- b. We may return the Payment to You after deducting all fees and charges incurred by Us in receiving and returning that Payment.

## Part B – Payments to your Facility Account

### 5. How You may make Payments

#### 5.1 Making Payments

All Payments to your Facility Account must be made by one of the applicable systems referred to in Clause 4.2 or any other method approved by us from time to time either generally or in respect of a specific payment.

#### 5.2 Additional Information for Payment Methods

Please note the following concerning methods of Payment to your Facility Account.

<p>Direct debit from an account</p>	<p>You must complete a Direct Debit Request and include details of the account You nominate to be debited with the Payment. That account must be held with another financial institution. We will debit each Payment to that nominated account. You will also need to enter into a Direct Debit Request Service Agreement with Us.</p>
<p>BPAY – payment from another account</p>	<p>If We send You a statement of account indicating that Payment can be made through BPAY, You can pay Us from an account You have with another financial institution using BPAY (over the phone or the internet) by contacting that financial institution and using the Biller Code and Reference Number We give You for the Payment.</p>
<p>Salary and income crediting</p>	<p>You may pay your salary and other income payments direct to your Facility Account following your prior notification to Us and by accessing a personal bank account number as advised by Us.</p>
<p>Bank cheque</p>	<p>All payments to Us at any legal settlement must be by bank cheque.</p>



### 1. Safeguarding your Facility Account

You can assist in safeguarding your Facility Account if you:

- a. Memorise your Access Code and not keep a written record of the Access Code;
- b. Never tell anyone your Access Code;
- c. try to prevent anyone seeing you enter your Access Code when you use your Access Code;
- d. if you suspect your Access Code is known by someone else or there is any transaction you have not authorised on your Facility Account, immediately report it to UBank on 13 30 80. You can call UBank 24/7 for the cost of a local call;
- e. Keep a record of the UBank number with your usual list of emergency telephone numbers; and
- f. Check the statement of your Facility Account as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use of your Access Code to UBank on 13 30 80.

These guidelines for safeguarding your Facility Account are the minimum security measures we suggest you take. Your liability for losses occurring as a result of unauthorised use of your Access Code will be determined in accordance with the Electronic Transactions Code. Please read condition 9.

In this Part 6, "Electronic Transactions Code" means:

- g. Until 20 March 2013, the Electronic Funds Transfer Code of Conduct issued by the Australian (a) until 20 March 2013, the Electronic Funds Transfer Code of Conduct issued by the Australian Securities and Investments Commission on 1 April 2001 as amended; and
- h. from 20 March 2013, the ePayments Code of Conduct September 2011 issued by the Australian Securities and Investments Commission as amended.

### 2. Giving you access

We will give you an Access Code you can use with your Loan

ID number to access My UHomeLoan.

Any person holding an Access Code may alter it at any time. Also, you can cancel your Access Code by notifying us in writing. Please see condition 7.

Please talk to UBank if you do not want an Access Code issued to you.

### 3. Using your Access Code

You may use your Access Code and Loan ID number to:

- request advances or redraws on a Facility Account;
- transfer any of the Available Credit Balance on a Facility Account to other Facility Accounts, in accordance with the Terms and Conditions for your Loan; or
- make enquiries on the Available Credit Balance on a Facility Account, through My UHomeLoan.

Each Facility Account is a credit facility.

My UHomeLoan may not be available during maintenance of our systems or the Loan Servicer's systems or due to circumstances beyond our control.

### 4. Authority

When you use My UHomeLoan, you authorise any one of you to give us instructions. You authorise us to debit a Facility Account with the value of all transactions carried out using your Access Code on that Facility Account. You cannot withdraw that authority.

### 5. Statements and receipts

- a. A transaction record will be available for each financial transaction carried out with your Access Code, unless you indicate that a receipt is not required.
- b. You should obtain, check and retain all transaction records issued to you for checking against statements for your Facility Account.
- c. If an Access Code is issued to you, you may request that we give you more regular statements for a Facility Account or a copy of a statement of a Facility Account at any time by using My UHomeLoan or by telephoning UBank.

## 6. Transaction limits

- a. You must not seek to make a transaction on a Facility Account by use of your Access Code where the transaction would exceed the available credit balance on the account. If you make any Access Code transaction on a Facility Account for an amount that exceeds the Available Credit Balance on the account, you are in default of the Terms and Conditions for your Loan and you must repay the excess immediately without demand from us.
- b. Your Available Credit Balance may change from time to time. You can use My UHomeLoan to enquire about the Available Credit Balance on a Facility Account as at the time of the enquiry.
- c. We may set limits on the minimum and maximum amounts on the advances or redraws you may make from a Facility Account by use of your Access Code and Loan ID number on any one day through My UHomeLoan. At the date we gave the Terms and Conditions of your Loan to you, the minimum Access Code transaction amount is \$100 and the maximum Access Code transaction amount on a Facility Account is the available credit on that Facility Account. You may apply to us or through UBank for a lower limit.

## 7. Cancelling your Access Code

We may cancel your Access Code if:

- a. if we become aware of a dispute between you;
- b. you become mentally incapacitated;
- c. for security reasons; or
- d. if you are in default of the Loan Offer, the Terms and Conditions or the Associated Conditions.

At any time, any one of you may cancel your Access Code by notifying us in writing.

You must not use or seek to use your Access Code after it is cancelled.

## 8. Protecting your Access Code

- a. You must:
  - not voluntarily disclose your Access Code to anyone;
  - not write or indicate your Access Code, without making any reasonable attempt to disguise the Access Code, on any article or on several articles that could be lost or stolen at the same time; and

- not act with extreme carelessness in failing to protect the security of your Access Code.
- b. If we let you change your Access Code, you must not select:
- a numeric code which represents your birth date; or
  - an alphabetical code which is a recognisable part of your name.

If you select an Access Code that represents your date of birth or a recognisable part of your name, you may be liable for Unauthorised Transactions by use of your Access Code. Please read condition 11.

- c. You must provide correct details (including the BSB and account number) for all Access Code transactions. We cannot stop or alter any Access Code transaction after you give us your instructions. Please record the confirmation number we give you for an Access Code transaction and quote it to us if you have any queries.

9. Your liability for losses due to Unauthorised Transactions  
Your liability for losses occurring as a result of unauthorised use of your Access Code will be determined in accordance with the Electronic Transactions Code.

10. When you are not liable for Unauthorised Transactions  
You are not liable for losses:

- that are caused by the fraudulent or negligent conduct of our employees or of agents or companies involved in networking arrangements, or of any merchants or of their agents or employees;
- arising because an Access Code is forged, faulty, expired, or cancelled;
- that arise from Access Code transactions which required the use of the Access Code, but occurred before you received the Access Code;
- that are caused by the same Access Code transaction being incorrectly debited more than once to the same Facility Account;
- resulting from unauthorised use occurring after we are notified that the security of the Access Code is breached; or
- resulting from unauthorised use where it is clear that you did not contribute to the losses.

## 11. When you are liable for Unauthorised Transactions

You will be liable for losses resulting from Unauthorised Transactions where:

- we can prove on the balance of probability that you contributed to the losses through your fraud or because you breached your responsibilities in conditions 8(a) or 8(b). Then, you are liable for the actual losses which occur before we are notified that the security of the Access Code has been breached; or
- we can prove on the balance of probability that you contributed to losses resulting from unauthorised use because you unreasonably delayed notifying us after you became aware that the security of the Access Code was breached. Then, you will be liable for the actual losses which occur between the time you became aware and when we were actually notified.

Even then, you will not be liable for any of the following amounts:

- the portion of losses incurred on a day which exceeds any daily transaction limit;
- the portion of losses incurred in a period which exceeds any other transaction limit for that period;
- the portion of the total losses incurred on any Facility Account which exceeds the available credit on the account;
- any losses incurred on any Facility Account which we agreed could not be accessed by the Access Code.

## 12. Limited liability for Unauthorised Transactions

If there are Unauthorised Transactions on a Facility Account by use of the Access Code and it is unclear whether or not you contributed to any loss caused by the unauthorised use of your Access Code, you are liable for the lesser of:

- \$150;
- the available credit on the Facility Account; or
- the actual loss at the time we were notified that the Access Code has become known to someone else (excluding that portion of the losses incurred which exceeds any daily transaction or other transaction limit(s) on the Facility Account).

In determining your liability under this condition, we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred.

The fact that a Facility Account is accessed with the correct Access Code, while significant, is not of itself conclusive evidence that you have contributed to the loss.

### 13. Resolving disputes

- a. If you believe a transaction is wrong or unauthorised or the statement of your Facility Account contains any instances of unauthorised use or errors, you must immediately notify UBank on 13 30 80 as explained in condition 15. Then, you will be requested to give us details, relating to your Facility Account, to assist our investigations.
- b. If your complaint cannot be settled immediately to your satisfaction, we will inform you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 days after receiving your complaint, we will:
  - inform you in writing of the results of our investigation; or
  - inform you in writing that we require further time (not exceeding a further 24 days) to complete our investigation. There may be different reasons for us requiring further time to complete our investigation. One of those reasons may be that we are waiting on a response from you.
- d. Where an investigation continues beyond 45 days, you will be informed of the reasons for the delay and given monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless we are waiting for a response from you. If we find that an error was made, we will arrange to make the appropriate adjustments to the Facility Account including interest and charges (if any) and will inform you in writing of the amount of the adjustment.
- e. If:
  - we are a party to an industry dispute resolution scheme; and
  - that scheme provides a matter can be heard under the scheme if we do not give a final decision on the matter within a specified time, we will inform you in writing, about the option of taking the matter to the scheme, within five business days after the specified time period expires.

- f. When we inform you of the outcome of our investigation, we will:
  - give you reasons, in writing, for our decision by reference to this Part 6 and the Electronic Transactions Code;
  - inform you of any adjustments we have made to the Facility Account; and
  - inform you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies, external dispute resolution schemes and Small Claims Courts), if you are not satisfied with our decision.
- g. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your Access Code, we will:
  - give you copies of any documents or other evidence on which we relied; and
  - inform you whether or not there was any system malfunction at the time of the transaction you complained about.
- h. If we fail to carry out these procedures or cause unreasonable delay, we will be liable for a part or all of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

#### 14. Malfunction

We are liable to you for losses you suffer caused by the failure of our systems to complete a transaction, by use of your Access Code, accepted by the system in accordance with your instructions. However, we will not be liable for consequential losses where you should have been aware that the system was unavailable for use or malfunctioning. In this case, we will have a limited responsibility to correct any error in your Facility Account and the refund of any charges or fees imposed on you as a result relating to the transaction that was not completed. We are not liable for any loss caused by the failure of our systems to accept the transaction.

#### 15. Notifying breaches of security

If you believe the security of your Access Code has been breached, please call UBank on 13 30 80.

If you call UBank, you will be given a reference number. Please retain the reference number as evidence of the date and time of your report.

If the UBank phone number is not operating when you try to use it to notify us that someone else knows your Access Code,

you will not be liable for any losses occurring due to you not notifying that event, but only if you contact UBank on 13 30 80 within a reasonable time after that number is operative again.



## Part 7

# Mortgage conditions

### Mortgage memorandum of provisions

This Part 7 forms part of your Mortgage, and sets out the registered terms and conditions of your Mortgage. There are three different versions of Mortgage terms. These terms are registered in the relevant titles office in each state as a memorandum of common provisions and allocated a registered number as follows:

State or territory	Version 1	Version 2	Version 3
Australian Capital Territory	1381182	1689600	1722860
New South Wales	AA832323	AF543292	AG1537
Queensland	707918723	713278081	713631019
South Australia	10048399	11403297	11511492
Tasmania	M272	M405	M431
Victoria	AA840	AA1494	AA1627
Western Australia	I965277	L332636	L511060
Northern Territory	371969	372106	372132

For the purpose of this Part7, each different version of the Mortgage terms will be referred to as a “Version”. Please refer to your Mortgage Form for the Version that applies to your Mortgage.

Most terms in each Version are the same. Small differences exist between each different Version. This Part 7 sets out the Mortgage terms and the differences between the Versions.

#### 1. Understanding the Mortgage

##### 1.1 Definitions

In the Mortgage, the following expressions have the following meanings:

“Authorised Officer” means any of our employees and any principal of the firm of solicitors retained by Us and anyone else appointed by Us.

Note: If your Mortgage is Version 1, the following definition of “Credit Law” applies:

“Credit Law” means any applicable law relating to the provision of consumer credit, including any law that implements, or contains provisions contemplated by, the Uniform Credit Laws Agreement 1993.

Note: If your Mortgage is Version 2 or 3 the following definition of “Credit Law” applies:

“Credit Law” means any applicable law relating to the provision of consumer credit, including the National Consumer Credit Protection Act 2009 (Cth) including the National Credit Code in Schedule 1 and any regulations and instruments made under that Act.

“Crown Land” means any Crown Lease under which You derive an interest in the Land.

“Default Notice” means a notice informing You of your default and given by Us in accordance with Clause 7.2.

“Enforcement Expenses” means all reasonable amounts that We reasonably incur in relation to:

- seeking possession of the Property or taking any other action to enforce the Mortgage after an Event of Default, or
- in preserving or maintaining the Property (including paying insurance, rates and taxes) after an Event of Default.

“Event of Default” means any of the events set out in Clause 7.1.

“Governing Body” means any entity that administers any subdivision affecting the Property.

“Guarantor” means any person other than You who guarantees the payment of the Secured Money to Us.

“Improvements” means the building and any structure, fence and improvement of any nature at any time erected or standing

upon and forming part of the Property.

“Insolvent” has the meaning provided by Credit Law.

“Land” means the land described as the Land in the Mortgage Form, or so much of that land as remains subject to the Mortgage.

“Mortgage” means the Mortgage Form including all schedules and annexures and this document.

“Mortgage Form” means the form of mortgage that You have executed that refers to and incorporates this document.

“Property” means the Land and all rights relating to the Land and includes the Improvements.

“Secured Agreement” means:

- any present or future agreement between Us, and You or any of You that You acknowledge in writing to be an agreement secured by the Mortgage, and
- an agreement that varies such an agreement.

“Secured Money” means:

- all amounts that are payable at any time or are contingently owing or payable to Us under a Secured Agreement, and
- Enforcement Expenses.

“Security” means any present or future mortgage, charge, guarantee or other security for the payment of the whole or any part of the Secured Money.

“We” means the person or persons named in the Mortgage Form as the Mortgagee and “Us” has a corresponding meaning.

“Works” includes excavation and earth works, demolition and construction works.

“You” means the person or persons named in the Mortgage Form as the Mortgagor and “your” has a corresponding meaning.

## 1.2 Interpretation

In the Mortgage unless the context otherwise requires:

- a word importing the singular includes the plural and vice versa,
- a word importing any gender includes the other genders,
- a reference to a person includes corporations, firms, authorities and government bodies,
- a reference to a person includes the legal personal representatives, successors and permitted assigns of that person,
- a reference to a statutory law or code includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them,
- a reference to any thing (including without limitation, to the Secured Money or to the Property) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them, and
- headings must be ignored in construing the Mortgage.

### 1.3 Credit Law

This clause applies where Credit Law applies to the Mortgage.

Where Credit Law would make a provision of the Mortgage illegal or void the Mortgage is to be read down (if possible) to the extent needed to prevent it having any of those effects. If this cannot be done, the Mortgage is to be read as if that provision were omitted.

Where the Mortgage is inconsistent with Credit Law, the Credit Law prevails to the extent of the inconsistency. The Secured Money does not include any amount that is not permitted to be secured under Credit Law.

### 1.4 Inconsistency between the Document and the Mortgage Form

Unless Clause 1.3 applies, if there is any inconsistency between the provisions of this document and the Mortgage Form, the provisions of the Mortgage Form prevail.

## 2. Mortgage Obligations

### 2.1 The Mortgage

You acknowledge that by the Mortgage You mortgage the Property to Us and give Us security over:

- the Property, and
- your right to receive any money or compensation for the Property.

## 2.2 Pay Secured Money

The Mortgage is security for payment to Us of the Secured Money and for the performance of all of your obligations under the Mortgage. You agree to pay the Secured Money as and when the Secured Money becomes due and payable in accordance with the provisions of each Secured Agreement or the Mortgage.

## 2.3 Not breach the Mortgage, a Secured Agreement or any other Security

You must ensure that You are not in default under the Mortgage. You must also observe and perform on time all of your obligations under every Secured Agreement and any other Security for the Secured Money that You are a party to.

## 2.4 Pay Enforcement Expenses

You must pay all Enforcement Expenses on demand.

## 2.5 Perfect the security

You must, if We request, sign and do such further things or provide or obtain such things to obtain registration of the Mortgage Form and any other associated dealings or more effectively secure our rights or interests over the Property for payment of the Secured Money. You must make sure that anyone else who has or claims to have an interest in the Property does the same. You also authorise Us and any Authorised Officer to fill in any blanks or make any alterations to the Mortgage Form and any other associated dealings to enable the registration of the Mortgage Form.

## 2.6 Power of Attorney

For valuable consideration, You irrevocably appoint Us and each Authorised Officer severally to be your attorney.

At any time, each attorney may:

- complete and sign all documents and deeds and do all acts matters deeds and things as the attorney considers appropriate to ensure the stamping and registration of the Mortgage Form,
- after an Event of Default occurs, do anything You can do as owner of the Property,
- after an Event of Default occurs, do anything You could do, or ought to have done, under the Mortgage, and
- after an Event of Default occurs, do anything We could do under the Mortgage.
- The attorney may exercise the power even if this involves

conflict of duty or interest.

- You must, if We request, confirm anything an attorney does under this clause.

## 2.7 Trustee

This clause applies if You enter into the Mortgage as trustee of a trust, whether or not We know about the trust.

You agree that You are liable both in a personal capacity and as trustee of the trust.

You promise Us that:

- You enter into the Mortgage for a proper purpose of the trust,
- You have the power under the trust to enter into the Mortgage and to use the trust property as security,
- You have the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for the Secured Money,
- the trust deed establishing the trust must not be amended without our previous written consent,
- You must not resign or be removed as trustee of the trust without our previous written consent,
- no distribution of any capital of the trust may be effected without our previous written consent, and
- in the event that the trust is a unit trust, no units may be redeemed without our previous written consent.

## 3. Title and Information

### 3.1 Absolute and unchallengeable title

You promise Us that You have an absolute and unchallengeable title to the Property, or that You will have such title on completion of your purchase of the Property, except only to any rights that appear on the title to the Property or that You have previously notified to Us in writing.

### 3.2 Land not subject to any other rights

You promise Us that:

- the Property is not subject to any right under any:
  - option to purchase or contract of sale,
  - lease, licence or tenancy,
  - adverse possession claim,
  - public or private right of way or easement, or
- mortgage, charge or other security, except as appears on the title to the Property or which You have previously

notified to Us in writing,

- no part of the Property is reserved for the purpose of a roadway or road-widening or for the purpose of existing or proposed public open space or public purposes,
- to the best of your knowledge no person claims or has threatened to make any claim to any interest in the Property, and
- You are not breaching any obligation to any other person by signing the Mortgage.

### 3.3 All information given to Us is true

You promise Us that all information given to Us in connection with each Secured Agreement and the Mortgage remains true and correct in every respect. In particular You promise that all answers or statements given by You or on your behalf to any requisitions or enquiry made by Us or on our behalf before You signed the Mortgage in relation to:

- the Property,
- your interest in the Property, and
- your capacity and financial position,

remain true and correct in every particular.

### 3.4 Improvements

You promise Us that all Improvements comply with all applicable laws and the requirements of all relevant authorities.

### 3.5 Contamination of the Property

You promise Us that, to the best of your knowledge and belief, at the time You enter the Mortgage the Property is free from pollutants and is not contaminated. You must inform Us as soon as reasonably practicable if You have reason to believe that the Property is polluted or contaminated.

### 3.6 Title documents

You will immediately deliver to Us all documents of title relating to the Property and permit Us to retain these during the continuance of the Mortgage.

## 4. Leasehold Title

### 4.1 Crown Lease

This clause applies if the Property is leased to You under a Crown Lease.

## 4.2 Your title

You promise Us that:

- the Crown Lease is valid and current in accordance with its terms,
- You have complied with all of the lessee's obligations under the Crown Lease, and
- You have obtained all required consents to mortgage the Crown Lease.

## 4.3 Your obligations under the Crown Lease

You must:

- pay on time the rent and other money payable by the lessee pursuant to the Crown Lease,
- comply with all of the lessee's obligations under the Crown Lease,
- on the expiry of the Crown Lease use your best endeavours to obtain a new lease and grant a new mortgage, in the form We require, over the new lease immediately You acquire the new lease,
- You must promptly advise Us in writing of any dispute in relation to the Crown Lease,
- You must promptly provide Us with any notice You receive from the Lessor in relation to the Crown Lease, and
- not alter the use of the Land under the Crown Lease unless We consent.

## 4.4 Where the Crown Lease can be converted to freehold title

If You have or obtain the right to obtain freehold title to the Property:

- You must promptly notify Us in writing, and
- if We ask You, You must acquire the freehold title and grant to Us a new mortgage, in the form We require, over the acquired freehold title and deliver the further title documents to Us as soon as You acquire the freehold title.

## 5. Obligations Regarding The Land

### 5.1 Sell or deal with the Property

You must not, without our prior written consent:

- sell or transfer the Property,
- lease or allow a surrender or variation of any lease of the Property,



- give any mortgage, charge or other security over the Property,
- subdivide or consolidate the Property,
- part with possession of the Property, or
- create, vary or terminate any easement, covenant, licence or other right affecting the Property.

## 5.2 Permit charges on the Property

You must not, without our prior written consent, allow any charge or liability to be imposed on the Property.

## 5.3 Pay rates and taxes for the Property

You must pay on time all rates taxes and outgoings of any kind at any time payable in respect of the Property. If We request, You must provide Us with the receipts for such payments.

## 5.4 Keep Improvements in good repair and order

You must put into and keep the Improvements in good substantial and tenantable repair order and condition.

## 5.5 Structural changes

You must not demolish or make structural alterations to the Improvements without our prior written consent. You must not do or permit any thing that reduces the value of the Property.

## 5.6 Property part of a subdivision

This clause applies if the Property is part of a plan under any law that provides for the subdivision or development of land or buildings or the management of subdivided land or buildings.

Note: If your mortgage is Version 1 or 2, Clause 5.6 continues as follows:

You must:

- comply with all rules of the Governing Body ,
- pay on time all amounts that are payable at any time to the Governing Body,
- attend and vote at all meetings of the Governing Body in accordance with our direction,
- not without our prior written consent, agree or permit any dealing with the common property of the plan of which the Property is part,
- not, without our prior written consent, agree to any resolution that adds to, amends or repeals any of the rules of the Governing Body, and
- notify Us in writing if the Governing Body does not com-

ply with all of its obligations.

Note: If your mortgage is Version 3, Clause 5.6 continues as follows:

You must take all reasonable steps to:

- comply with all rules of the Governing Body ,
- pay on time all amounts that are payable at any time to the Governing Body,
- attend and vote at all meetings of the Governing Body in accordance with our direction,
- not without our prior written consent, agree or permit any dealing with the common property of the plan of which the Property is part, and
- not, without our prior written consent, agree to any resolution that adds to, amends or repeals any of the rules of the Governing Body.

#### 5.7 Observe all statutes, regulations and orders

You must comply with or ensure the compliance with all laws relating to or affecting the Property or the use of the Property.

#### 5.8 Permit inspection

You must permit Us, our Authorised Officers and agents to enter at all reasonable times into the Property to view the condition of the Property.

#### 5.9 Compulsory acquisition

Note: If your mortgage is Version 1 or 2, 5.9 states as follows:

If the Property is being resumed or acquired by compulsory process, You must join with Us in making claim for money that may become payable by way of purchase, money or compensation in respect of the Property.

You must not without our prior consent compromise agree or settle on the purchase money or compensation in respect of any such resumption or acquisition.

Note: If your mortgage is Version 3, 5.9 states as follows:

You must notify Us as soon as You become aware if the Property or any part of the Property is being resumed or acquired by compulsory process.

You must not compromise agree or settle on the purchase

money or compensation in respect of any such resumption or acquisition without allowing Us an opportunity to review the purchase money or compensation.

You must join with Us in making claim for money that may become payable by way of purchase money or compensation in respect of the Property.

#### 5.10 Protect the Property

You must:

- keep the Property in good condition and maintain its value and your and our respective interests in the Property, and
- if the Property is or becomes contaminated remove any pollutant and clean up the contamination promptly.

#### 5.11 Information

You must promptly:

- give Us any information about the Property or anything happening on or to it that We reasonably request,
- notify Us in writing if the Property becomes contaminated or if the Improvements become defective or seriously damaged, and
- give Us any notice or order (other than usual rate notices or land tax notices) affecting the Property on becoming aware thereof.

#### 5.12 Building and other works

You must obtain our prior written consent and all necessary approvals from authorities and, if applicable, the Governing Body before carrying out any Works to or at the Property.

Any Works must:

- comply with the terms included in our consent and any requirements of any authority.
- be done properly by competent persons, who are licensed where necessary, and be completed within a reasonable time.

We may require or obtain an inspection or valuation of the Property before or after Works are carried out. We are not liable for Works carried out by a third party even where We require or obtain an inspection or valuation of the Property before or after those Works are carried out.

You must, if We require, for the purpose of further securing to Us the payment of the Secured Money, transfer to Us all of your rights under any warranty, guarantee or builder's insurance relating to the Property or any works carried out before or after the Mortgage is signed.

#### 5.13 Other mortgage

You must observe and perform on time all of your obligations under any other mortgage over the Property. You must produce to Us payment receipts, statements and such other evidence that You have complied with your obligations under any other mortgage as We may at any time reasonably require.

#### 5.14 Caveats

You must do everything necessary to remove any caveat placed on the title to the Property without our consent.

### 6. Insurance

#### 6.1 Maintain insurance

You must maintain insurance over the Property, including the Improvements, against loss or damage by fire, storm and other usual risks. The insurance must be for the full reinstatement value of the Property, including Improvements. You must also maintain insurance against public liability risk and any other risk We reasonably require.

#### 6.2 Insurance to note our interest and be with an acceptable insurer

Insurance referred to in Clause 6.1 must note our interest as mortgagee. The insurance must be with an insurer You nominate and We approve.

#### 6.3 Keep insurance valid

You must pay on time all premiums and sums necessary to take out and maintain the insurance. If We request, You must produce the insurance policy and receipts for premiums. You must not do or fail to do anything that would make any insurance invalid or that would result in the insurance cover being reduced or cancelled. If You fail to perform your obligations pursuant to this Clause, We may take out or renew any insurance at our expense without prior notice.

#### 6.4 Insurance where there is a subdivision

If the Property is part of a plan under any law that provides for the subdivision or development of land or buildings or the management of subdivided land or buildings, You must ensure that the Governing Body maintains all of the insurances that are

required to be effected by law.

## 6.5 – Insurance claims

You must notify Us in writing if an event occurs that could give rise to a claim under the insurance and also if the insurer refuses or reduces a claim.

You will, if We require, transfer to Us all of your rights under any insurance. We may pursue or settle any insurance claim as We decide.

You will hold any money paid under an insurance claim on trust for Us. We are entitled to the money up to the amount of the Secured Money. You must use the money received from the insurer, either:

- to rebuild or reinstate the Improvements under the supervision of a person approved by Us, or
- to pay Us the Secured Money.

You must comply with our direction as to the way that the money is to be applied.

## 7. Default

### 7.1 Events of Default

Each of the following is an Event of Default:

- You do not pay any of the Secured Money on time,
- You fail to comply on time with any of your obligations under the Mortgage,
- You or a Guarantor breach any term or condition of any Secured Agreement or any Security,
- You or a Guarantor become Insolvent,
- You or a Guarantor die or becomes mentally incapacitated, or if a corporation, are dissolved,
- You give any mortgage or charge over the Property without our consent,
- You default under any other mortgage or charge over the Property,
- any creditor of yours commences any form of recovery action affecting the Property, or
- Note: If your mortgage is Version 1 or 2, bullet point applies and forms part of 7.1: any information supplied to Us in connection with a Secured Agreement or the Mortgage is false or misleading.
- Note: If your mortgage is Version 3, the following bullet point applies and forms part of 7.1: any information

supplied to Us in connection with a Secured Agreement or the Mortgage is false or, in our reasonable opinion, misleading.

## 7.2 Notice of default

Note: If your Mortgage is Version 1, 7.2 states as follows:

When an Event of Default occurs and We choose to exercise our rights under the Mortgage then We will give You a default notice requiring You to remedy the Event of Default. You must have been in default for one day or more before We may do this. The default notice will allow a period of at least thirty days (calculated as provided by Credit Law) to remedy the default unless:

- We believe on reasonable grounds that We were induced by fraud to enter into a Secured Agreement or the Mortgage,
- We have made reasonable attempts to locate You but without success,
- a court so authorises Us, or
- We believe on reasonable grounds that urgent action is necessary to protect the Property,

in which case the default notice will allow the minimum period allowed by law (and having regard to Clause 7.4) to remedy the default. Any default notice in accordance with this clause may include such information as is required by any statute law governing the exercise of our power of sale as mortgagee.

Note: If your Mortgage is Version 2 or 3, 7.2 states as follows:

When an Event of Default occurs and We choose to exercise our rights under the Mortgage then We will give You a default notice requiring You to remedy the Event of Default. You must have been in default for one day or more before We may do this. The default notice will allow a period of at least thirty days (calculated as provided by Credit Law) to remedy the default unless We are otherwise entitled under Credit Law to exercise our rights under the Mortgage without allowing such period to remedy the default in which case the default notice will allow the minimum period allowed by law (and having regard to Clause 7.4) to remedy the default. Any default notice in accordance with this clause may include such information as is required by any statute law governing the exercise of our power of sale as mortgagee.

### 7.3 No action taken about an Event of Default

If an Event of Default occurs and We do not give You a Default Notice in respect of that Event of Default, this does not mean that We have given up our rights relating to that Event of Default or our right to issue a Default Notice relating to that Event of Default at a later date.

### 7.4 Variation of statutory rights

- If notice or lapse of time is required under any law other than Credit Law (whether before or after the giving of any notice) before We can exercise our power of sale or other rights, then, if permitted by such law, that notice or lapse of time is dispensed with.
- If any such law does not allow notice or lapse of time to be dispensed with, but allows it to be shortened, then for the purpose of the Mortgage, the period of notice or lapse of time is one day.

## 8. Our Powers

### 8.1 We may exercise rights if there is an Event of Default

In the event that You fail to rectify the Event of Default in compliance with any Default Notice under Clause 7.2, We may then or at any later time exercise all of your powers as owner of the Property and all powers vested in mortgagees by any applicable law. By way of example We may:

#### Possession

- Enter on and take possession of the Property and manage or use the Property.

#### Obtain income from Property or make the Property saleable

- Do all things that We consider appropriate for the efficient management or use of the Property or for obtaining income from the Property or to make the Property more saleable or otherwise to improve the Property.

#### Lease the Property

- Lease the Property either separately from or together with any other property mortgaged by You to Us as We may determine in our absolute discretion.

#### Sell the Property

- Exercise any power of sale conferred on a mortgagee by any applicable law. By way of example, We may sell the Property or any part of the Property or any interest in

the Property for cash or on terms and either separately or together with any other property included in any other mortgage to Us (whether such property is general law land or otherwise) securing the Secured Money with power to apportion the purchase money and expenses of sale between the Property and the other property in any manner that We think fit.

#### Build or rebuild Improvements

- Pull down rebuild alter or add to the Improvements and erect or make any new Improvements.

#### Amend the title or subdivide the Property

- Apply for and obtain an amendment of the title to the Property and do any thing appropriate for perfecting your title to the Property or subdivide the Property.

#### Acquire additional rights

- Acquire any rights of way or drainage or other easements over the Property or any nearby land and lay out and construct such roads and drains as We consider are necessary.

#### 9. Surrender or dispose of rights

- Surrender to the Crown all or any part of or any interest in the Property or exchange with the Crown or with any person all or any part of or any interest in the Property for other land of any tenure either with or without giving or receiving any money or other consideration. Any land so acquired may then be held by Us on your account as further security for the Secured Money and the power of sale and all other rights or remedies conferred on Us under the Mortgage or by any statute will apply to and be capable of being enforced in respect of such land.

#### Compromise

- Compromise with anyone, or make concessions or arrangements with anyone, about the Property.

9.1 We may withdraw from possession of the Property After We exercise any powers conferred by the Mortgage or by any applicable law We may at any time suspend the further exercise of any of our powers or withdraw from possession without restricting our future exercise of such powers and without being responsible for any loss or damage to the Property.



## 9.2 Remove things from the Property, if asked

When we have taken possession of the Property, You must remove anything on the Property that is not covered by the Mortgage, if We ask You to do so.

If You do not remove the things We ask You to remove within 14 days of being asked:

- those things will be treated as abandoned by You, and
- We may dispose of them in any way We decide.

We will not be liable for any claim by You for any loss of or damage to, anything that We dispose of under the authority of this clause.

## 10. Money we receive

### 10.1 Payments

All payments by You under the Mortgage are to be made directly to Us or to any other person as directed by Us and paid by such payment method and to such account or address as may be specified in the applicable Secured Agreement or as otherwise advised to You.

You must make all payments under the Mortgage:

- without deduction or withholding for tax unless the law requires You to make the relevant deduction or withholding; and
- without set-off or counterclaim.

If You pay an amount less than that required to be made under the Mortgage, You may be in default. If You dispute the amount You must pay under the Mortgage, You must contact Us before the amount falls due under the Mortgage.

### 10.2 Credit only for money actually received

In applying any money towards satisfaction of the Secured Money your account must be credited only with so much of the money available for that purpose as We actually receive such credit to date from the time of receipt.

### 10.3 Money to be applied toward payment of the Secured Money

All money received as a result of exercising any of our powers under the Mortgage or any applicable law or received from any receiver appointed pursuant to any power vested in Us by statute or by the Mortgage may be applied in or towards satisfac-

tion of the Secured Money in such order and in such manner as We determine.

#### 10.4 Money received as compensation

All money that may be payable by way of purchase money or compensation for the Property must be paid to Us and be dealt with by Us as if paid by You pursuant to the Mortgage. We may sign any document in respect of such money or the Property in your name and on your behalf.

#### 10.5 Surplus money

If at any time after payment of all the Secured Money there is in our hands any surplus money payable to You such surplus money will not carry interest. We may, but are not obliged, pay the same to the credit of a deposit account with any financial institution.

### 11. Notices

#### 11.1 Statement of amount of the Secured Money

A written statement by Us or by any Authorised Officer as to the amount of the Secured Money is sufficient evidence of that fact, unless You prove the statement is wrong.

#### 11.2 Method of service

We may give You notice by delivering it to You personally or by leaving it at or by sending it by post, facsimile or similar facility to your residential or business address or the Property. For this purpose We may use the last address recorded for You.

#### 11.3 Several persons

If You are comprised of more than one person, any notice will be given to each one of You.

#### 11.4 Signing of notices

If the notice is a demand for payment, it can be signed by Us or by any Authorised Officer. Any other form of notice need not be signed, unless required by law.

#### 11.5 Receipt of the notice

If the notice is delivered personally, it will be deemed to be given on the later of the date it bears or the date it is received. If the notice is left at your address, it will be deemed to have been given on the later of the date delivered or the date it bears. If the notice is sent by post, it will be deemed to have been given on the later of the date it bears or the date it would have been delivered in the ordinary course of post. If the notice is sent by facsimile, it will be deemed to have been given on the

later of the date it bears or the date the transmitting machine reports it was sent.

#### 11.6 Change of name or address

If You change your name or address, You must notify Us in writing immediately specifying details of the change.

### 12. General matters

Note: If your mortgage is Version 1 or 2, provision 11 states as follows:

#### 12.1 Secured Money does not merge in any judgment

The Mortgage does not merge with or adversely affect any judgment We obtain against You for the Secured Money. In these situations We may exercise rights under the Mortgage and also under the judgment.

#### 12.2 Set-off

The Mortgage and the right to receive the Secured Money may be assigned by Us free from any equity or cross-claim that, but for this provision, you could establish against us or any intermediate holder.

#### 12.3 Applicable law

The Mortgage must be construed in accordance with the law of the State or Territory where the Property is located. You submit to the jurisdiction of the courts of that place.

#### 12.4 Severance

If any provision of the Mortgage (whether contained in a separate clause or not) is illegal or void the provision is to be read down (if possible) to the extent needed to prevent it having any of those effects. If this cannot be done, the provision is to be severed from the remaining provisions of the Mortgage, that must be interpreted without reference to such illegal or void provision.

#### 12.5 Assignment of Mortgage

We may assign or otherwise dispose of or deal with our rights or interests under the Mortgage at any time without telling You and without getting your consent.

You consent to the disclosure by Us of any information that We have about You or your obligations under the Mortgage (including a copy of the Mortgage or the Secured Agreement) to any person who is a guarantor of your obligations and any other person who has acquired our rights or interests under the

Mortgage or is considering doing so.

Where this Loan is governed by the Credit Law, You will have the same rights against an assignee at law as You do against Us.

#### 12.6 Exercise of our discretion

Except where the Mortgage or Credit Law provides otherwise, where our consent is sought, We may give or withhold the consent at our absolute discretion and may also give consent subject to such conditions as We think fit.

#### 12.7 Joint and several liability

If You are comprised of more than one person, each person will be liable individually, and every two or more persons are liable jointly, for all promises and obligations under the Mortgage.

#### 12.8 Discharge of Mortgage

The Mortgage is a continuing security for the Secured Money and continues until the Mortgage is finally discharged.

#### 12.9 Deed

The Mortgage is a deed.

Note: If your mortgage Version 3, provision 11 states as follows:

#### Secured Money does not merge in any judgment

The Mortgage does not merge with or adversely affect any judgment We obtain against You for the Secured Money. In these situations We may exercise rights under the Mortgage and also under the judgment.

#### 12.10 Applicable law

The Mortgage must be construed in accordance with the law of the State or Territory where the Property is located. You submit to the jurisdiction of the courts of that place.

#### 12.11 Severance

If any provision of the Mortgage (whether contained in a separate clause or not) is illegal or void the provision is to be read down (if possible) to the extent needed to prevent it having any of those effects. If this cannot be done, the provision is to be severed from the remaining provisions of the Mortgage, that must be interpreted without reference to such illegal or void provision.

#### 12.12 Assignment of Mortgage

We may assign or otherwise dispose of or deal with our rights or interests under the Mortgage at any time without telling You and without getting your consent. We will not give You notice of that assignment, disposition or dealing unless that notice is required by law or We reasonably consider that there is an important reason to notify You.

You consent to the disclosure by Us of any information that We have about You or your obligations under the Mortgage (including a copy of the Mortgage or the Secured Agreement) to any person who is a guarantor of your obligations and any other person who has acquired our rights or interests under the Mortgage or is considering doing so.

Where this Loan is governed by the Credit Law, You will have the same rights against an assignee at law as You do against Us.

Without limiting Clause 9.1, any assignment by Us, or any subsequent assignment, of the Mortgage, including the right to receive the Secured Money, will be free from any equity, set-off or cross-claim that, but for this provision, You could establish against Us or any other person (including any other assignor of the Mortgage).

#### 12.13 Exercise of our discretion

Except where the Mortgage or Credit Law provides otherwise, where our consent is sought, We may give or withhold the consent at our absolute discretion and may also give consent subject to such conditions as We think fit.

#### 12.14 Joint and several liability

If You are comprised of more than one person, each person will be liable individually, and every two or more persons are liable jointly, for all promises and obligations under the Mortgage.

#### 12.15 Discharge of Mortgage

The Mortgage is a continuing security for the Secured Money and continues until the Mortgage is finally discharged.

#### 12.16 Deed

The Mortgage is a deed.

## Part 8

# Direct debit request service agreement

This Part 8 outlines the Terms and Conditions that apply to the Direct Debit of your loan repayments. These should be read before You complete the Direct Debit form.

### 1. Understanding the Direct Debit Request

#### 1.1 Definitions

Agreement means this Direct Debit Request Service Agreement between You and us.

Debit Day means the day that payment by You to us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit request means the Direct Debit Request between us and You (and includes any Form PD-C approved for use in the Transitional period).

Third Party means a person other than the loan account holder/s.

Us or We means AFSH Nominees Pty Ltd ABN 51 143 937 437 Australian Credit Licence 391 192 You have authorised by signing a Direct Debit request.

You means the customer who signed the Direct Debit request.

Your Account means the account held at Your Financial Institution from which we are authorised to arrange for funds to be debited.

Your Financial Institution is the financial institution where You hold your account.

### 2. Debiting your account

2.1 By signing a Direct Debit request, You have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit request and this

Agreement for the terms of the arrangement between us and you.

- 2.2 We will arrange for funds to be debited from Your Account as authorised in the Direct Debit request.
- 2.3 If the Debit Day falls on a day that is not a business day, we may direct Your Financial Institution to debit Your Account on the preceding business day. If You are unsure about which day Your Account has or will be debited You should ask your financial institution.
- 2.4 In the event of a Direct Debit request not being honoured, we may seek to again debit Your Account for the failed payment and related costs at our discretion.
3. Changes by Us
  - 3.1 We may vary any details of this Agreement or a Direct Debit request at any time by giving You at least 14 days written notice.
4. Changes by You
  - 4.1 Subject to 3.2 and 3.3, You may change the arrangements under a Direct Debit request.
  - 4.2 If You wish to stop or defer a Debit Payment You must notify us in writing at least three days before the next debit day. This notice should be given to us in the first instance.
  - 4.3 You may also cancel your authority for us to debit Your Account at any time by giving us 15 days notice in writing before the next debit day. This notice should be given to us in the first instance.
5. Your obligations
  - 5.1 It is your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit request.
  - 5.2 If there are insufficient clear funds in Your Account to meet a debit payment:
    - a. You may be charged a fee and/or interest by your financial institution;
    - b. You may also incur fees or charges imposed or incurred by us; and

- c. You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that we can process the debit payment.

5.3 You should check Your Account statement to verify that the amounts debited from Your Account are correct.

5.4 If we are liable to pay goods and services tax (“GST”) on a supply made in connection with this agreement, then You agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 6. Dispute

6.1 If You believe that there has been an error in debiting your account, You should notify us directly on 13 30 80 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

6.2 If we conclude as a result of our investigations that Your Account has been incorrectly debited we will respond to your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.

6.3 If we conclude as a result of our investigations that Your Account has not been incorrectly debited we will respond to your query by providing You with reasons and any evidence for this finding.

6.4 Any queries You may have about an error made in debiting Your Account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter You can still refer it to Your Financial Institution which will obtain details from You of the disputed transaction and may lodge a claim on your behalf.

## 7. Accounts

You should check:

- a. with Your Financial Institution whether direct debiting is available from Your Account as direct debiting is not available on all accounts offered by financial institutions;
- b. Your Account details which You have provided to us



are correct by checking them against a recent account statement; and

- c. with Your Financial Institution before completing the Direct Debit request if You have any queries about how to complete the Direct Debit request.

## 8. Confidentiality

8.1 We will keep any information (including Your Account details) in your Direct Debit request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

8.2 We will only disclose information that we have about you:

- a. to the extent specifically required by law; or
- b. for the purposes of this Agreement (including disclosing information in connection with any query or claim).

## 9. Third Parties

9.1 All Third Party Direct Debit requests must be submitted using a fully completed Direct Debit Request form, Third Party Direct Debit requests cannot be processed using incomplete forms.

9.2 Any Redraw request amounts will be credited to your account.

## 10. Notice

10.1 If You wish to notify us in writing about anything relating to this agreement, You should write to UBank, Reply Paid 1466, North Sydney, NSW, 2059.

10.2 We will notify You by sending a notice in the ordinary post to the address You have given us in the Direct Debit request.

10.3 Any notice will be deemed to have been received two business days after it is posted.





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AFSL & Australian Credit  
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