



## LOAN CONTRACT

### TERMS AND CONDITIONS

These terms and conditions do not necessarily contain all the terms of your loan contract. All of the information we are required to give you, will be provided before the loan is made.

Additional information is set out in the Loan contract details. The Loan contract details and these terms and conditions together form the Loan contract. The Loan contract becomes binding only when we have accepted your offer to borrow from us.

**The Parties:** The parties to this Loan Agreement are the Borrower(s) as specified in the Loan contract details; and Sell Like Hell Pty Ltd t/as Sure Money.

**Commencement date:** This Loan contract commences on the date on which we accept your offer to borrow the loan amount from us.

**More than one Borrower:** When there is more than one borrower who is a party to this Loan contract, all borrowers are jointly and severally liable to us each borrower is individually liable to us, we can accept instructions from either borrower; and either borrower can authorise changes to this Loan contract on behalf of the other borrower.

**Loan advance:** On the Commencement Date, we will pay the Loan amount to you or as directed by you.

**Your Loan account:** You authorise us to establish a Loan account in your name and to debit that account any amount you owe us under this Loan contract upon the date it becomes owing, without notifying you.

We agree to advance the Loan amount to you for the Term specified in the Loan details, provided that we have received all information we require (including a signed debit authority); you are not in default under this Loan contract; there have





been no material adverse changes to your financial circumstances since the date of your loan application; and provided that the Commencement date occurs within 14 days of us providing this document to you.

**Interest:** You must pay us interest for each day on the balance owing on your Loan account as at that day. Interest charges are calculated daily by applying the daily rate to the balance owing on your Loan account. The daily rate is the annual percentage rate divided by 365. Interest charges accrue daily from and including the Commencement date. They are debited to your Loan account on a monthly basis (starting in the calendar month immediately following the month in which the commencement date occurs) and on the last day of the Term of the Loan contract. Interest payable for each month will be debited on the same day of the relevant month as the commencement date occurred.

**Loan Term:** The Term of the Loan contract begins on the Commencement Date and continues for the period of time specified in the Loan details.

**Repayments:** You must repay us the Loan amount, and pay us interest and any other amounts payable to us under the Loan contract.

**Repayment provisions:** You must make each repayment under this Loan contract as specified in the Loan details; in cleared funds without any set-off, by no later than the day they are due. You authorise us to establish a direct debit against your nominated account on the terms set out in the debit authority you provide us. You must not cancel any debit authority you give us. You must ensure there is enough money in your nominated account to meet each debit.

**Early repayment option:** You are allowed to repay the Debt at any time before it is due. We will at your request provide you with written confirmation of a payout figure at any time. There is no fee or charge for paying the Debt before it is due.

**Other costs and charges:** You must pay us all applicable charges and fees. You are liable to pay us any enforcement expenses we reasonably incur in enforcing this Loan contract. You authorise us to debit any of the above amounts to your Loan account.





**Default:** You will be in Default of this Loan Agreement if you fail to pay any money due under this Loan Agreement on the due date, cancel our debit authority; become insolvent; or provide us with misleading or false information. If you are in default, we will send you a notice of default requesting that you rectify the default. If you do not rectify the default by the date specified in the notice of default) then without further notice to you the Debt will become immediately due for payment in full.

If any scheduled repayment or any other amount due under this Loan Agreement is dishonoured on the due date, including because there are insufficient funds in your nominated account, then on each such occasion a dishonour fee of \$25 will be charged to you. We will give you notice before debiting such dishonour fees against your Loan account.

**Enforcing the Loan contract:** In order to enforce the Loan contract we may contact you in relation to repayment arrears; and commence recovery action if there is a repayment default, including recovery from you of our reasonable enforcement expenses.

**Amendments to the Loan contract:** We may amend the terms of the Loan contract without your consent in order to reduce the interest rate, reduce any fee payable by you; to comply with any change to any law; or to reflect any decision of any court or regulator. We will provide you with 21 days notice before we amend the Loan contract.

**No Agency:** No agent who promotes our services is authorised to negotiate or change any term of this Loan Agreement or to make any representations about it.

**Limitation of our liability:** We are not liable to you for any consequential loss in connection with the Loan contract. We are not liable for loss caused by any action or inaction by us, or any delay in exercising any right we may have.

**Credit reporting:** The privacy policy published on our website includes information about credit reporting, including the credit reporting bodies that we deal with,





credit information that we may give them about you and details about how those credit reporting bodies use and disclose that information to other credit providers.

You have rights to restrict, access, correct and complain about your credit reporting information.

You agree that we can disclose your name, address and date of birth to any credit reporting body so it can verify the information provided by you is consistent with the credit information it holds. If you would prefer us to use your passport or driver's licence, please let us know.

**Notices:** You can email us at [customer care@suremoney.com.au](mailto:customer care@suremoney.com.au). We can provide notices to you by emailing you at the email address you provide to us. By entering into this loan contract, you consent to us providing you documents by means of email. You may withdraw your consent to receiving documents by electronic communication at any time.

**Statement of Account:** We will provide you with a statement of account twice every year until the Debt is fully repaid.

**Authority to complete and amend errors:** You authorise us to complete any documents, and to correct any errors in this Loan Agreement that are clearly incorrect and the amendment of which would not have a detrimental effect on your liabilities or materially affect your obligations under this Loan Agreement.

**Privacy:** By applying for a loan with us, you agree to provide us your personal information for the purposes of assessing your applications for consumer credit; and enforcing our rights in relation to your Loan; or complying with laws including money laundering laws, data protection laws and taxation laws. We will normally collect your personal information directly from you, but you also authorise us to collect personal information from third parties. These third parties include other credit providers; your employers, banks, landlords and debt collection agencies.

You agree that we can disclose your personal information, where permitted under the Privacy Act, for the purposes described above to any of our related bodies





corporate; third party service providers; credit reporting bodies, other credit providers; our lawyers and our accountants.

**Marketing offers:** You agree to us using your personal information so we can provide you with information about our other products and services and also products marketed by other companies we have relationships with. At any time you can opt out of us using your personal information for these purposes by contacting us at [customercare@suremoney.com.au](mailto:customercare@suremoney.com.au).

**Assignment:** You may not transfer or assign any of your rights or obligations under this Loan contract without our prior written consent; and that consent which may be withheld at our absolute discretion. We may without notice sell or assign our interest under this Loan contract. You agree that we may disclose your personal information to enable us to exercise this right. You agree that we may disclose your personal information at any time to any company to whom we assign our rights.

**Definitions:**

**AFCA** means the Australian Financial Complaints Authority.

**Business Day** means a day other than a Saturday, Sunday, or statutory public holiday in NSW.

**Commencement Date** means the date that we advance to you the Loan amount.

**Debt** means the outstanding balance on your Loan Account at any time, plus all interest, fees and charges, and all other amounts relating to enforcement costs.

**Debit authority** means the written authority signed by you authorising us to debit your nominated account.

**Disclosure date** means the date specified in the Loan details.

**Fees and charges** means any fee or charge specified in the Loan details.

**GST** means goods and services tax.





**GST Act** means A New Tax System (Goods and Services Tax) Act (Cth) 1999.

**Interest Rate** means the annual percentage rate specified in the Loan details.

**Loan means** the loan advance specified in the Loan details.

**Loan account** means the account we create in your name which details all transactions relating to the Loan.

**Loan amount** means the total amount of credit provided to you under this Loan contract.

**Loan application** means the application you completed for your Loan with us.

**Loan contract** means the Loan details and these Terms and conditions.

**Loan details** means the document titled Loan contract details that we provided to you.

**National Credit Code** means Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).

**Nominated account** means the bank account nominated by you in your debit authority.

**Notice of default** means a notice to you setting out why you are in Default and the date by which you must rectify the Default.

**Privacy Act means** the Privacy Act 1988 (Cth).

**Statement of account** means as specified in the National Credit Code.

**Terms and conditions** means these term and conditions.

**We, us, or our** means Sell Like Hell Pty Ltd t/as Sure Money and includes our successors and assigns.

**You** means the person or persons named in the Loan details as the Customer.





**Severability:** If any law or regulation makes a provision of this Loan contract is illegal or inconsistent with the National Credit Code (NCC) then this Loan contract is varied to the extent necessary to comply with the law or the NCC (as applicable) without affecting the continued operation of the rest of this Loan contract.

**Waiver:** A right created under this Agreement may not be waived except in writing signed by the party or parties to be bound.

**Governing Law:** This Loan contract is governed by the laws of NSW. The parties submit to the non-exclusive jurisdiction of the courts of NSW regarding the Loan contract.

