

LOAN CONTRACT

1

CONTRACT NUMBER
2

Intermediary

3

S.O.B Number

4

Credit Assessment Number

5

I/We – Names in Full, Surname First	Title e.g. Mr
6	

Of – Address(s)	Postcode
7	

The Borrower(s) offer to borrow the Amount of Credit from and enter into a loan contract with the Credit Provider **ON THE LOAN TERMS AND CONDITIONS SET OUT BELOW AND CONTAINED IN THE CREDIT PROVIDER TERMS AND CONDITIONS NUMBERED**

8

SCHEDULE

A - FINANCIAL TABLE

1. Annual Percentage Rate	9	%	
3. Amount of Credit (Loan) to be provided	\$	11	
4. Total Amount of Interest	\$	12	
5. Total Amount of Repayment	\$	13	

2. Disclosure Date

10

Repayment calculation are based on the amount of Credit term of Loan, interest and Loan Administration Charge

6. Repayments

15	monthly repayment(s) each of	\$	15	
	and, if applicable	\$	15	payment of
			16	

payable commencing	15	month(s) from the disbursement date
payable	15	month(s) from the disbursement date

7. Credit Fees and Charges

Establishment Fee

\$	17
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payable on the disbursement date

Loan Administration Charge

\$	18
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Payable pro-rata as part of repayments and until contract completion

The following fees and charges may apply to the Contract. If a Termination Event occurs, an Early Termination Fee will be Payable. If a Payment Event occurs, the amount of any Early Payment Loss will be payable. The method of calculation of these amounts are explained in clause 15. They are payable when the outstanding balance of the Loan is paid or becomes payable. Duplicate or Additional Statement [\$20] payable when duplicate or additional statement is issued. Late Payment Fee [\$35] payable when payment is not received within 7 days of due date. Administrative Default Fee [\$104] payable if an agent is appointed to collect any overdue debt. After the loan is made, the Credit provider reserves the right to impose new, or change existing credit fees and charges without the borrower(s)' consent by giving the borrower(s) at least 30 days written notice of the imposition or change. After the Loan is made, the Credit Provider may not change the Annual Percentage Rate.

5

B – DESCRIPTION OF GOODS

Description of Goods (“Goods”)

21

New/Used	Vehicle ID (VIN)/Chassis No.	Engine/Serial No.	Registration No.
21.1	21.1	21.1	21.1

A mortgage is to be given over the goods to the Credit Provider. If a mortgage is **NOT** to be given over the goods, the Borrower(s) **MUST** No **22** Borrower(s) Initial(s) **22** indicate “No” and initial here

If a mortgage is to be given over the goods to the Credit Provider, the goods mortgage provisions contained in the Loan Term and Conditions will apply.

Situation or intended situation of goods as at the date this contract is signed by the Borrower(s)

23

C – ADDITIONAL SECURITIES TO BE HELD:

24

D – DISBURSEMENT OF AMOUNT OF CREDIT (LOAN):

	Paid To	
1. 25		\$
2.		\$
3.		\$
4. Mortgaged Property Insurance	25.1	\$
5. Consumer Credit Insurance	25.1	\$
6. Mechanical Breakdown Insurance	25.1	\$
7. Shortfall Insurance	25.2	\$
8. Repayment of existing Debt	the Credit Provider – Contract No 25.2	\$
9. Origination Fee	25.3	\$
10. Stamp Duty*	Relevant Government Authority 25.3	\$
11. Registration of Credit Provider's Interest (Mortgage)*	Relevant Government Authority 25.4	\$
12. Establishment Fee & Cash/Cheque Payment Charge	the Credit Provider 25.5	\$
Amount of Credit (Loan)		\$ 26

E – CREDIT FEES AND CHARGES – (if paid or to be paid in cash by the Borrower(s))

13. Stamp Duty*	\$ 27	15. Establishment Fee & Cash/Cheque Payment Charge Date	\$ 27
14. Registration of Credit Provider's Interest (Mortgage)*	\$ 27		

*These credit fees and charges are payable on the disbursement date
Enforcement Expenses may be come payable under this contract or the mortgage (if any) in the event of a breach.

F – TOTAL ASCERTAINABLE CREDIT FEES AND CHARGES

\$ 28

G – CREDIT RELATED INSURANCE CONTRACTS

Period (months)	Mortgaged property Insurance – Insurer	Commission amount (if ascertainable)
29	29	

ORIGINAL INSTRUMENT

Credit Assessment Number

5

Period (months)	Mortgaged property Insurance – Insurer
29	29

Commission amount (if ascertainable)

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H – COMMISSION

Commission is to be paid by the Insurer(s) named, to the **Intermediary** named for the amount/percentage or premium shown in G on the previous page.

A commission may be paid by the Credit Provider to the **Intermediary** named on the first page for the introduction to the Credit Provider by the **Intermediary** of credit business.

Amount (if ascertainable)

\$ **30**

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract. You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT". Fill in or cross out any blank spaces. Get a copy of this contract document. Do not sign this contract document if there is anything you do not understand. 	<ul style="list-style-type: none"> You can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, you are bound by it. However, you may end the contract before you obtain (or try to obtain) any credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the Credit provider in writing, but you will still be liable for any fees or charges already incurred. You do not have to take out consumer credit insurance unless you want to. However if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car If you take out insurance, the Credit Provider cannot insist on any particular insurance company. If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent. If this contract document says so, the Credit Provider can charge a fee if you pay out your contract early.

I acknowledge, by signing in the space provided, that I have received (prior to signing) a copy of the Credit Provider's Loan Terms and Conditions and they form part of my offer.

Borrower(s) Signature (and Print Name)

31

Date Signed

32

Witnessed by (and Print Name)

33

SIGNED for and on behalf of the Credit Provider

This **34** day of _____ month _____ year

Signature

Please sign, witness, and date where indicated and return all three pages of this 'ORIGINAL INSTRUMENT' to the Credit Provider

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Amount (if ascertainable)

\$

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I acknowledge, by signing in the space provided, that I have received (prior to signing) a copy of the Credit Provider's Loan Terms and Conditions and they form part of my offer.

Borrower(s) Signature (and Print Name)

Date Signed

Witnessed by (and Print Name)

Please sign, witness, and date where indicated and retain all three pages of this 'BORROWER COPY' for your records. This is your copy of the signed contract. It is important that you retain this copy for your future reference.

H – COMMISSION

Commission is to be paid by the Insurer(s) named, to the **Intermediary** named for the amount/percentage or premium shown in G on the previous page.

A commission may be paid by the Credit Provider to the **Intermediary** named on the first page for the introduction to the Credit Provider by the **Intermediary** of credit business.

Amount (if ascertainable)

\$

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TO EACH BORROWER

THIS UNSIGNED DOCUMENT MUST BE GIVEN TO YOU BEFORE YOU SIGN THE OFFER TO ENTER INTO THE LOAN CONTRACT. IT IS A COPY OF THE LOAN CONTRACT AND CONTAINS FINANCIAL INFORMATION.

YOU MUST ALSO BE GIVEN AN INFORMATION STATEMENT OF THE THINGS YOU SHOULD KNOW.

Please retain all three pages of this 'BORROWER COPY' for your records.

Loan Contract (National Credit Code) Document completion Guidelines

Contracts are regulated by the NCC if the customer is an individual, joint individuals, individual trustee or strata corporation and the credit is intended to be provided predominantly (50% or more) for personal, domestic or household purposes.

1. Document copy Original Instrument for the Esanda copy, or Borrower Copy.
2. Contract number – this nine digit number is allocated by the system.
3. Name of Intermediary introducing the business and suppliers name also if other than the Introducer named.
4. Esanda Office/Intermediary Source of Business.
5. ABACUS credit assessment number,
6. Borrowers name in full – surname first, given names, then title.
7. Borrower's full address.
8. Esanda Loan terms and conditions reference number.
9. Annual Percentage Rate (show to four decimal points). This is the Customer Rate contained in the loan quotation. Should be expressed exactly as it appears.
10. The date on which the document is being prepared.
11. The total amount to be financed, as contained in the loan quote quotation.
12. The total interest charges, as contained in the loan quotation.
13. The total amount payable – this figure must equal 3 and 4.
14. N/A
15. Repayments – number of, amount of and when repayments are to be made.
16. The total number of repayments – must include any balloon payment in total.
17. If Shortfall Insurance is either financed or paid in cash, insert the premium amount.
18. This is a fee to contribute to Esanda's costs of acquiring the business.
19. N/A
20. N/A
21. Full details of the goods to be mortgaged (including make, model and body type).
 - 21.1 N - New, U – Used, Vehicle ID (VIN 17 characters long)/Chassis number and Registration number.
22. Property Mortgage clause. If a mortgage is not to be given over the goods, place "X" in the "No" box and have each borrower initial the "Borrower(s) Initial(s) box.
23. The address where the goods will ordinarily be kept. In most cases, this will be the borrower's address.
24. Complete where additional securities, other than a mortgage over goods, are to be taken, eg. Guarantee.
25. Statement of Amount of Credit (Disbursement of amount financed - amount agreed to be lent, who the funds are being paid to and the amount)
 - 25.1 Only complete where insurance is being financed.
 - 25.2 If any part of the amount financed is to be retained by Esanda to pay out one or more existing Esanda contracts, insert the contract number(s) and the total amount to be retained.
 - 25.3 If stamp duty or VSR/REVS/ other chattel securities fees are to be financed, insert the cost. Only one stamp duty figure is required.
 - 25.4 If Shortfall Insurance is to be financed, record to whom the premium is to be disbursed and the premium amount. If paid in cash, must also be recorded.
 - 25.5 The Establishment Fee and the Cash/Cheque Payment Charge charged for this transaction is totalled and shown in this field.
26. Total amount of credit (see 10)
27. Credit fees and charges paid in cash, these amounts must be shown here.

28. Total credit fees and charges. This is the total of all fees and charges, whether financed or paid in cash.
29. If Mortgaged Property (Comprehensive) Insurance and /or Consumer Credit Insurance is to be financed, record: the term of the policy in months, the name(s), if the insurer(s), the amount of commission to be received by the Intermediary for introducing the insurance. If CCI includes unemployment insurance, enter 'Y' (Yes) in the check box. If CCI does not include unemployment insurance, enter 'N' (No) in the check box.
30. Any commission to be received by the Intermediary must be disclosed.
31. Signature of the borrower(s)
32. Insert the date on which each borrower signed the contract. This date cannot be before the disclosure date shown in 9 above.
33. The Dealer, Broker or Bank Officer who witnessed the borrowers' signature must sign each witness box.
34. This is completed and signed for and on behalf of the Credit Provider by an authorised Officer.

Document Printing Guidelines

Once the document template has been complete, you will be able to print the required number of copies. To comply with NCC, it is important that the Borrower(s) are provided with both precontractual and signed borrower copies of the schedule.

NOTE: Please ensure that you complete field 1 on page 1 and 2. This field should be 'Original Instrument' for the Esanda copy and 'Borrower Copy' for the Borrower copies.

1. Print pages 1, 2 and 5 as the precontractual copy for each borrower. Each borrower must also be provided with a copy of the Terms and Conditions at this time.
2. Print pages 1, 2 and 3 as the Esanda 'Original Instrument'. One copy only is required.
3. Print pages 1,2 and 4 as the borrower copy for each borrower. (eg if there are two borrowers, then two copies of each page will need to be printed).