



Summary of the key terms of your goods loan

Introduction

This is a summary of the key terms of your goods loan. It doesn't replace the agreement formed when you sign the goods loan details ("agreement") nor does it cover all of your obligations. You still need to carefully review the goods loan, the general terms and any other documents we provide (including any security documents).



Goods loan – key things you need to know

We provide you with a loan to fund the purchase price of the equipment. You own the equipment and you give us security over it.

Your loan has to be repaid by the end of its term. You have to repay the loan amount and interest charges on the loan balance by making scheduled repayments. You have to pay us the payout figure on the last day of the term or if the agreement ends early. See your goods loan details on how the payout figure is calculated.

Even if you make all your scheduled repayments, there may be a shortfall which you'll have to pay at the end of the term (see the Final Repayment Amount in the agreement) — eg if you haven't chosen equal repayment amounts or regular payment periods.

Other key things you need to know

- **commercial terms:** the commercial terms of your goods loan (eg the loan amount, term, interest, fees, charges, costs and repayment requirements and the payout figure) are in the agreement
- **extra costs:** there may be extra costs if things don't go to plan (eg early termination fees, extra costs to us if your lease ends early such as break costs, higher interest if you pay late, and costs if you don't comply with your obligations or ask to change your arrangements)
- **joint borrowers:** joint borrowers are each separately responsible for repayment of everything owed under the agreement
- **no misrepresentation:** all information you give us has to be complete, correct and not misleading — including through your confirmations or responses to our information requests
- **equipment obligations:** you have to look after the equipment and comply with other obligations for the equipment
- **our liability:** to the extent consumer legislation permits, we're not liable for anything in connection with the equipment. We have limited liability in connection with us exercising (or not exercising) our rights
- **default:** if there's a default, we can end the agreement or require payment of amounts owing and you may incur additional costs, interest and break costs — we can also repossess the equipment or enforce security you've given us or take legal action. Examples of defaults include if you (or, in some cases, your guarantor):
 - don't pay an amount owing under the agreement
 - become insolvent or subject to other creditor enforcement proceedings
 - become subject to default under another arrangement with us
 - don't comply with the law or any authority requirement of a statutory authority
 - have a change in ownership or control
 - don't comply with certain contractual obligations (eg to maintain insurance and licences, provide correct information or deal properly with the equipment)
- **variations:** we can vary fees and charges and direct debit procedures under certain circumstances. We may also change payment amounts for tax reasons. We may make these changes without notice and without your agreement
- **you have to compensate us:** you have to compensate us for certain liabilities, direct losses or reasonable costs we incur in connection with your lease, even after it ends
- **sanctions or regulatory obligations:** if necessary (eg due to legal or regulatory sanctions and obligations), we may terminate or refuse to

provide a facility or a service to you. We're not responsible for any loss you incur if we do so

- **set-off:** we may set-off amounts owing by us to you or a guarantor against any amount due for payment by you or a guarantor to us in connection with the agreement. You have to make payments to us in full and without any set-off, counterclaim or deduction.
- **payments:** various cost and indemnity amounts you owe us must be paid by you or your guarantor within 2 business days. Fees and charges aren't refundable unless the details say otherwise
- **insurance:** you have additional obligations in relation to any insurance claim made e.g. seeking our consent before settling a claim
- **inspections:** at your cost, we can at any time enter land and buildings owned or occupied by you to inspect the equipment
- **information:** we may use information you provide us and disclose it to third parties in a number of ways. See our privacy statement for more details

If you are the guarantor:

- you should read the "important notice for guarantors" on the front cover of the general terms.
- you unconditionally guarantee payment to us of the total amount owing by the customer and agree to compensate us for liability or loss.
- your liability under the guarantee isn't affected by certain actions we take, including if we vary or replace the agreement.
- we can make a claim against you before we exercise any of our rights against the customer or any other person or under any other document (such as a security interest).
- as long as the total amount owing remains unpaid, some of the rights you would otherwise have relating to the guarantee are suspended.



Goods Loan Details



We are making this *loan offer* on the terms set out in these details and the Auto and Equipment Finance Agreement General Terms (version October 2023) (**general terms**).

These details and the general terms make up your agreement. It's important that you carefully read the general terms as well as these details before you accept our offer by signing these details.

The meaning of words printed *like this* and some other key words is explained in the general terms. In the general terms, a reference to *details* is a reference to these details.

Application number	A20231009.1096415
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Bank ("we")	Name	Westpac Banking Corporation
	ABN	33 007 457 141
	Address	Two International Towers, 200 Barangaroo Ave Barangaroo NSW 2000

Customer ("you")	Name	[REDACTED]
	ACN/ARBN	[REDACTED]
	ABN	[REDACTED]
	Address	[REDACTED]

Term	60 months
The term starts on the <i>settlement date</i> .	

Payment arrangements	Loan amount	\$40,450.00
	Total interest charges payable (estimated)	\$10,665.20 Total interest charges accrue and are due on the <i>settlement date</i> . We debit the total interest charges to your account on the <i>settlement date</i> and they're payable progressively over the <i>term</i> . The repayment amounts below include amounts for interest. Your interest rate is set out in another document we've provided to you (eg a quote)

Repayment amount	Number of repayments	Payment period		
\$646.92	60	Monthly		
\$12,300.00	1	Monthly		
Your repayments have to be made on the first day of each payment period and your first payment period starts on the <i>settlement date</i> .				
Final repayment amount	Final repayment date			
\$12,300.00	The last day of the <i>term</i>			
You have to pay us the <i>total amount owing</i> on the last day of the <i>term</i> . For more information about your payment obligations, see Part B of the general terms.				
How we pay the loan amount				
You direct us to pay the <i>loan amount</i> as follows:				
To	Amount	Reason		
WERRIBEE NISSAN	\$40,000.00	Amount paid to purchase the <i>equipment</i>		
Westpac Banking Corporation	\$450.00	Establishment fee		
Fees and charges payable on the <i>settlement date</i> are not included in the <i>loan amount</i> .				

Fees and charges	The following fees and charges (inclusive of any applicable goods and services tax) are or may become payable in connection with your <i>Commercial Loan / Goods Loan</i> .				
Fee or charge	Amount	When is the fee or charge payable?			
Establishment fee	\$450.00	Included in the <i>loan amount</i>			
Fees and charges payable on the <i>settlement date</i> are not included in the <i>loan amount</i> .					
In addition to the fees and charges that are included in and paid out of the <i>loan amount</i> (see above), for information on other fees and charges that may become payable in connection with your <i>goods loan</i> , see our website at westpac.com.au/Effees .					
Once paid, fees and charges aren't refundable.					

Vehicle	Make	NISSAN
Model		NAVARA
Year		2020
Vehicle identification number		MNTCB4D23A0064621
Engine number		YS23417356A
Registration number		1VX7AL
Colour		White

	Additional description:
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Payout figure	If your goods loan is terminated early	<p>The payout figure is an amount equal to:</p> <ul style="list-style-type: none"> ■ the <i>loan balance less</i> the rebate (see <i>What is the rebate?</i> below), plus ■ the early termination fee (see <i>Fees and charges</i> in these details), plus ■ any break costs (see <i>How do we work out break costs?</i> below), plus ■ all other amounts you owe us under the agreement.
What is the rebate?		
<p>The rebate is the total of the interest component of all repayments which you would have been required to make for the period from the early repayment date to the end of the <i>term</i> (as reasonably determined by us).</p>		
How do we work out break costs?		
<p>To work out whether break costs apply, we take into account any <i>costs</i> to us of an early repayment of your goods loan (eg costs incurred under funding or hedging arrangements) and other non-recoverable amounts we've paid in connection with your goods loan (eg brokerage fees). We can assess these on a global basis across all or part of our funding or hedging arrangements — they don't need to relate to specific funding for your <i>goods loan</i>. We'll always act in good faith and adopt commercially reasonable procedures when working out break costs.</p>		
Cap on certain components of the payout figure		
<p>When we work out the payout figure, the total of the following amounts:</p> <ul style="list-style-type: none"> ■ the <i>loan balance less</i> the rebate ■ the early termination fee ■ break costs, <p>is capped to an amount equal to the total of all future repayment amounts.</p>		
Guarantor ("guarantor")	Name	[REDACTED]
	Address	16 PUGH Court SUNBURY VIC 3429

Direct debit request	Account ("account")
(Complete this section if amounts due under the agreement are to be direct debited from the customer's account.)	You request and authorise us to debit the account described below, through the Bulk Electronic Clearing System, with any amounts due under the agreement. This direct debit request is governed by the terms of the <i>Direct debit service agreement</i> in Part B of the general terms. This request remains in force until you revoke it.
	Name and branch of financial institution [REDACTED] WESTPAC BANK AIRPORT WEST

Account name	[REDACTED]
BSB (must be 6 digits)	033 068
Account number	309291
Our debit user number is 188 154.	

How to accept our offer	Carefully read this offer and the other documents you've been given. If you're comfortable with the terms of this offer, please sign and return a copy of it together with a copy of the signed business purpose declaration. If we require a guarantee, each guarantor will also need to sign and return a copy of this offer to us. These things will need to be done within 7 days of the date of this offer. If you or a guarantor can't manage this, please let us know and we may be able to agree an extension. Otherwise our offer is withdrawn.
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Accept our offer by signing

We recommend that you obtain independent legal, financial and tax advice before accepting this offer and signing these details.

It is important that you read and understand the general terms and these details before you sign. You should not sign if you do not understand them.

By signing these details, you:

- acknowledge that a legally binding contract is created between you and us
- give the confirmations in Part A of the general terms
- request and authorise us to debit any account you nominate in the direct debit request with any amounts due under the agreement

SIGNED by [REDACTED]

[REDACTED]
accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its sole director:

By signing this document the director states that they are the sole director and sole company secretary of the company

SIGN HERE

Signature of sole director and company secretary

[REDACTED]
Name of sole director and company secretary
(block letters)

12/10/2023

[REDACTED]
Date

Signing by guarantor

We recommend that you obtain independent legal, financial and tax advice before signing these details.

By signing these details, the guarantor:

- gives us the guarantee on the terms set out in these details and the general terms
- confirms that they benefit from the agreement
- gives the confirmations in the general terms that apply to them
- acknowledges that any securities they give us secure the guarantee together with all other amounts owing described in those securities (subject to any limits set out in them)
- acknowledges that they're responsible for making themselves aware of the financial position of the customer and any other person who provides a guarantee.

Warning: If the debtor (in these details, the "customer") is under 18 years old, the courts might not let you sue the customer if you have to pay amounts under the guarantee and indemnity (ie you may not be entitled to an indemnity against the customer).

IMPORTANT	
BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none">* READ THIS GUARANTEE AND THE CREDIT CONTRACT DOCUMENT.* You should obtain independent legal advice.* You should also consider obtaining independent financial advice.* You should make your own inquiries about the credit worthiness, financial position and honesty of the customer.	<ul style="list-style-type: none">* Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and the reasonable expenses of the credit provider in enforcing the guarantee.* If the customer does not pay you must pay. This could mean you lose everything you own including your home.* You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.* You're not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document. This does not apply to liability within the limit agreed by you in these details.

SIGNED by [REDACTED]

Signature of [REDACTED]

12/10/2023

Date

 SIGN HERE