**SOURCE FUNDING - LOAN AGREEMENT**

**LENDER** (“**we/us/our**”)**:** **SOURCE FUNDING PTY LTD (ABN 95 622 815 294)**

**Australian Credit License 510226**

Level 6, 201 Kent Street SYDNEY NSW 2000

**BORROWER** (“**you/your**”): **<<Bordetallnames>> ACN <<BORDET1ACN>> as trustee for <<BORDET1TRUSTNAME>> of <**<BORDET1ADDRESSLINE1>>, <<BORDET1SUBURB>> <<BORDET1STATE>> <<BORDET1postcode>>

**LOAN NUMBER: <<LOANNumber>>**

We are pleased to offer you a loan on the terms set out below (referred to as the “***offer details***”). The *offer details* do not contain all of the terms and conditions of your loan or all of the information we are required by law to give you before a loan agreement is made with you. Further terms and conditions are included in the Home and Investment Property Loan Terms and Conditions (version 1.4: January 2025) (the “***Loan Terms and Conditions***”). The *offer details* and the *Loan Terms and Conditions* will together comprise your loan agreement with us (the “***loan agreement****”).*

The National Credit Code (the “***Code***”) will apply to this offer if it is regulated by the Code. In this document, words *appearing like this* have special meanings. The *settlement date* is the date we first advance money to you under the *loan agreement*.

The following information is prepared as at *10 July 2025* (the *Code* calls this the *disclosure date*).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FINANCIAL TABLE** | | | | |
| If the Code applies to this offer, this is a table setting out information prescribed by the Code | | | | | |
| **LOAN AMOUNT** | | | |  |
| **Total loan amount** | | | | **$<<{numFormat(ADVANCEAMOUNT, '#,##0.00')}>>** |
| **Variable rate loan/s**  Comprising: | | | |  |
| * *Variable Rate* Account <<LOANNumber>>: | | | | $<<{numFormat(ADVANCEAMOUNT, '#,##0.00')}>> |
| **INTEREST RATE** | | | |  |
| **Variable rate loan/s**  The variable annual percentage rate at the *disclosure date* is: This rate may vary before or after the *settlement date.* We can vary the variable annual interest rate without your consent.   * *Variable Rate* Account <<LOANNumber>>: | | | | <<standardinterestrate>>% per annum |
| **REPAYMENTS** | | | |  |
| **Variable rate loan/s**  Your first repayment is due one month from the *settlement date*.  You must make repayments monthly on the same day each month as the *settlement date*. You may, with our approval, make repayments fortnightly or weekly.   * *Variable Rate* Account <<LOANNumber>> loan term: | | | | <<facilityterm>> years starting from the *settlement date* |
| Assuming you make all repayments on the due date, and do not make any early repayments or any redraws, the number of repayments you must make will be:   * *Variable Rate* Account <<LOANNumber>>: | | | | <<PIRepayments>> repayments |
| **Interest only loan term/s** | | | |  |
| During any interest only period, each monthly payment represents interest for the previous month calculated on daily balances of the total amount outstanding at the applicable variable interest rate. If we change the variable interest rate then the interest payments will also change.  At the end of the interest only period, principal and interest repayments commence on the following repayment date. The principal and interest payments will be calculated by dividing the total amount outstanding plus the interest (at the applicable variable interest rate) for the whole of the remaining term by the number of repayments remaining in the term. If we change the variable interest rate then the principal and interest payments will also change.  At the end of any interest only period, we may in our absolute discretion approve a further interest only period.  The interest only term is: | | | |  |
| * *Interest Only* Account <<LOANNumber>>: | | | | <<IOTerm>> years from the s*ettlement date* |
| At the end of the interest only period, principal and interest repayments commence on the next repayment date. Your principal and interest payments based on the current variable interest rate of <<standardinterestrate>>% per annum would be $<<RepaymentAmount>>. If the variable rate changes, your repayments may change. | | | |  |
| <<cr\_{number\_of\_repayments <= 84}>> | | | |  |
| * Total amount of repayments (during the interest only period and remainder of your variable rate term): [this is only required if the loan term does not exceed 7 years] * Total amount of interest charges payable under the loan contract (at your interest only rate during the interest only period and the variable interest rate as at the *disclosure date* for the remainder of your variable rate term): [this is only required if the loan term does not exceed 7 years] | | | | $X  $X |
| <<er\_>> | | | |  |
| **FEES AND CHARGES** | | | | |
| The following fees and charges **are** **payable** by you **on** or **before** the *settlement date* (unless otherwise stated all fees are non-refundable) | | | | |
| Lenders charges  <<$Total=0>> | |  | | |
| <<rr\_charges>> | |  | | |
| <<charge\_name>> | | <<$Total={$Total+charge\_amount}>>  $<<{numFormat(charge\_amount, **'#,##0.00')}**>> | | |
| <<er\_charges>> | |  | | |
| Government charges | |  | | |
| Mortgage registration fees (for payment to the land titles office in the relevant jurisdiction) | | <<$Total={$Total+mortgage\_registration\_fee}>>  $<<{numFormat(mortgage\_registration\_fee, **'#,##0.00')}**>> | | |
| <<cr\_{security\_duty != null}>> | |  | | |
| Loan security duty in relation to any *security* given | | $XX [only add if applicable] | | |
| <<er\_>> | |  | | |
| Other fees and charges | |  | | |
| Legal document preparation costs and out of pocket expenses including land title office fees | | Unascertainable. At cost, including GST | | |
| <<cs\_{LMI\_Fee != null}>>  Lenders’ mortgage insurance premium  <<es\_>> | | <<cs\_{LMI\_Fee != null}>>  <<$Total={$Total + LMI\_Fee}>>  $<<{numFormat(LMI\_Fee, **'#,##0.00')}**>>  <<es\_>> | | |
| **Total fees and charges which are definitely payable (excluding contingent and unascertainable amounts)** | | | **$<<{numFormat($Total, '#,##0.00')}>>** | |
| The following fees and charges **may be payable** by you **after** the *settlement date* | | | | |
| These fees and charges are payable when the service is provided, the relevant event occurs or the expense incurred unless otherwise specified. The fees may be payable to us or to a third party (unless otherwise stated all fees are non-refundable) | | | | |
| Standard fees | | |  | |
|  | If you request additional copies of statements (In paper or electronic form) | | $2.50 per statement | |
|  | If you request additional copies of this loan agreement, any title deed or security or request us to sign any document | | $250.00 per copy | |
|  | <<cr\_{annual\_facility\_fee != null}>> | |  | |
|  | Annual fee (this fee is payable on each anniversary of the *settlement date*) | | $395.00 per annum | |
|  | <<er\_>> | |  | |
|  | <<cr\_{monthly\_facility\_fee != null}>> | |  | |
|  | Monthly fee (this fee is payable on the first business day of each month) | | $X per month [only add if applicable] | |
|  | <<er\_>> | |  | |
| Variation fees | | |  | |
|  | Loan variation fee payable each time you request (and we agree to your request) to split, switch, convert a loan account or sub-account, decrease your total amount of credit permanently or make a change to your loan account. | | $250.00 per variation | |
|  | Loan facility variation fee. Payable each time you request (and we agree to your request) to materially change the loan facility, for example, a principal increase, a security substitution or similar. | | $400.00 per variation plus legal costs and out of pocket expenses the amount of which are unascertainable | |
| Other fees and charges | | |  | |
|  | If we are requested to consent to a matter, produce any title or any other document in relation to your loan | | $500.00 per request plus legal costs and out-of-pocket expenses the amount of which are unascertainable | |
|  | If the loan is not made on the agreed date through no fault of ours (that is, settlement is cancelled or postponed) | | $150.00 per cancelled or postponed *settlement date* | |
|  | If we are required to obtain the consent of our mortgage insurer for any matter relating to this loan agreement or any *security* | | The amount we must pay to the mortgage insurer in addition to any mortgage insurance premium required | |
|  | A dishonour fee whenever a payment to us is dishonoured or you attempt to debit your account when there are insufficient funds | | $35.00 per dishonour | |
|  | A default fee is payable if you make a repayment after the due date. The fee is payable on the 1st business day after your repayment was due. The fee will then be charged every 30 days while the payment default continues | | $150.00 | |
|  | Additional valuation fee (for payment to our valuer) (if we require a valuation of *security* at any time) | | Unascertainable | |
|  | Fixed rate loan early repayment costs may be payable if and when the whole or part of a fixed rate account is repaid during any fixed rate period for any reason, including you repaying early, repayment because of demand by us after default, or if you swap from a fixed rate before the end of a fixed rate term, including if you swap to another fixed rate or fixed rate term (which you can only do with our consent). These costs are explained in the *Loan Terms and Conditions* | | Unascertainable | |
|  | A manual redraw request fee (payable if you request and we agree to process a redraw request, a one off payment or a funds transfer) | | $50.00 per request | |
|  | Discharge fee (whether a partial or a full discharge) | | $1,950.00 per request (plus legal fees and out of pocket expenses to total of which is unascertainable) | |
| Enforcement expenses | | |  | |
|  | You must pay the costs and expenses that we reasonably incur in connection with any exercise or non exercise of rights arising from any *event of default*. These costs will not exceed our reasonable enforcement costs including internal costs (refer to clause 16 of the *Loan Terms and Conditions*). | | Unascertainable | |
| **IMPORTANT NOTE**  Acting reasonably and to the extent reasonably necessary to protect our legitimate business interests, we may change from time to time the terms of your loan agreement (by varying existing provisions or adding new provisions) subject to giving you notice in accordance with all applicable laws. Some examples of changes we may make include (see clause 12 of the Loan Terms and Conditions for further details):   1. the credit fees or charges (by adding, changing or removing fees or charges or the frequency of fees or charges); 2. the repayments (either or both the amount and frequency of those repayments); 3. changes required to correct for errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities; 4. changes necessary to make the terms of your loan agreement clearer.   The interest rates and repayments referred to in these *offer details* are correct at the *disclosure date* but may change prior to the *settlement date* if the interest rate changes. If the interest rate changes, we may change the amount of repayments. Acting reasonably and to the extent reasonably necessary to protect our legitimate business interests we may (subject to giving you notice in accordance with all applicable laws) also change, from time to time, the interest rate and the default rate (by increasing or decreasing the applicable interest rate) after the settlement date (see clause 12 of the Loan Terms and Conditions for further details). | | | | |

|  |  |
| --- | --- |
| **OTHER INFORMATION** | |
| This is a table setting out other information prescribed by the Code about your Loan | |
| **Loan purpose** | <<LoanPurposeDetail>> |
| **Loan Term** | <<facilityterm>> years starting from the *settlement date* |
| **Default rate** | The default rate of interest at any time equals the applicable interest rate plus four (4)**%** per annum. If the interest rateapplying to the loan changes, the default rate will also change. At the disclosure date the following default rates apply:   * Variable Rate Account <<LOANNumber>>: <<DefaultInterestRate>>% per annum | |
| **Commission** | We may pay an introduction fee to the mortgage originator or anyone else, such as a broker, who introduced your loan to us. The amount of commission payable is presently unascertainable. There may be further amounts payable as a trailing commission. If a further amount is payable as a trailing commission the amount is not currently ascertainable. **[*Note, if any of these amounts are ascertainable then they must be disclosed]*** | |
| **Special Conditions** | This loan agreement is subject to the following special conditions being met prior to the *settlement date*:  <<LOANSPECIALCONDITIONS>> | |
| **Securities** | | |
| The following mortgages, other securities and guarantees, if any, have been or are to be taken by *us* | | |
| **Mortgage – Property 1** | | |
| Mortgagor/s: <<PROPDET1MORTGAGORS>> | | |
| Property address: <<PROPDETALLSECADD>> | | |
| Title reference / folio Identifier: <<PROPDET1TITREF>> | | |
| Additional information (if applicable): | | |
| **Charge over beneficial interest**  Fixed charge (*Security Interest*) over the <<Bordetallnames>> ACN <<BORDET1ACN>> atf <<BORDET1TRUSTNAME>>, beneficial interest in the mortgaged property (mortgaged by the <<GUARANTOR1FULLNAME>> ACN <<GUARANTOR1ACN>>) at <<PROPDETALLSECADD>>, pursuant to clause 24 of the *Loan Terms and Conditions*. | | |
| **Guarantee 1** | | |
| Name / capacity of guarantor: <<Guarantor1Fullname>> / Holding Trustee | | |
| ACN/ARBN/ABN (if applicable): ACN <<GUARANTOR1ACN>> | | |
| Address of guarantor: <<GUARANTOR1ADDRESSLINE1>>, <<GUARANTOR1SUBURB>> <<GUARANTOR1STATE>> <<GUARANTOR1POSTCODE>> | | |
| <<rr\_directors>> | | |
| **Guarantee <<{numFormat($rownum + 1, ‘#’)}>>** | | |
| Name / capacity of guarantor: <<GUARANTORNAME>> / SMSF Member | | |
| ACN/ARBN/ABN (if applicable): | | |
| Address of guarantor: <<GUARANTORADDRESSLINE1>>, <<GUARANTORSUBURB>> << GUARANTORSTATE>> <<GUARANTORPOSTCODE >> | | |
| <<er\_directors>> | | |

|  |
| --- |
| **SMSF information** |
| Name of ‘Superannuation Fund Trustee’ (inc ACN/ABN): <<BORDET1FULLNAMESAL>> ACN  <<BORDET1ACN>>  Name of ‘Superannuation Fund’: <<BORDET1TRUSTNAME>>  Date of SMSF Trust Deed: <<BORDET1TRUSTDATE>>  Name of ‘Holding Trustee’ (inc. ACN/ABN): <<GUARANTOR1FULLNAME>> ACN <<GUARANTOR1ACN>>  Name of ‘Custody Trust’: <<GUARANTOR1TRUSTNAME>>  Date of Custody Trust Deed: <<GUARANTOR1TRUSTDATE>> |

|  |
| --- |
| **OUR OFFER** |
| * We offer to make funds available to you on the terms set out in these *offer details* (pre-contractual statement) and the *Loan Terms and Conditions* (together, the *loan agreement*). * To accept the offer, you must sign and date the *offer details* and the *Loan Terms and Conditions* and return it to us within 21 days (or such longer period as we agree in writing) from the date of the offer. * We may withdraw or vary the terms of this offer if:   + you do not accept this offer within 21 days of the *disclosure date*;   + you do not borrow any money under this loan within 60 days of the *disclosure date*;   + we have not been provided with information or documents we require or the accuracy or authenticity of any such document or information has not been verified to our satisfaction;   + the purchase price of any mortgaged property on the *settlement date* is lower than our valuation;   + our investigations after credit approval and before the *settlement date* reveal that your capacity to repay the proposed loan is not adequate in the circumstances;   + we become aware that, acting reasonably, any valuation, your financial position, any *security* or security property, any applicable lender’s mortgage insurance or our ability to fund the loan any of the following is not adequate in the circumstances; or   + acting reasonably and to the extent reasonably necessary to protect our legitimate business interests anything else occurs that makes it undesirable for us to advance the loan. | |
| Signed on lender’s behalf:  Icon  Description automatically generated Rowan Astill - Legal Practitioner Director  ............................................................................. ............................................................................  Signature Name and title (print)  Offer date: 10 July 2025 | |

|  |
| --- |
| **BORROWER/S ACCEPTANCE** |
| By signing these *offer details* and returning it to our solicitor’s address indicated in these *offer details* within 21 days (or such longer period as we agree in writing) from the date of our offer) you:   * accept our offer as set out in these *offer details*; * acknowledge that you have received a copy of these *offer details* and the *Loan Terms and Conditions* and that you have read them carefully and understand them; * declare that all of the information which you have given directly or indirectly to us is accurate and not misleading and you are aware that we are relying on it; * declare that you have only relied on representations made in these *offer details*. You have not relied on any other promise or representation made by us or anyone else on our behalf; * acknowledge that each *security* (whether a mortgage and/or a guarantee) described in these *offer details* will be held by us as *security* for all money due to us under this loan. | |

Disclosure about credit contracts

**subsection 17(16) of the Code**

**subregulation 74(3) of the Regulations**

The following important notice applies to you if your loan **is** regulated by the National Credit Code**.**

|  |  |
| --- | --- |
| **IMPORTANT** | |
| **BEFORE YOU SIGN** | **THINGS YOU MUST KNOW** |
| \* 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. | \* Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain 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 should also read the information statement: “THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT”. | \* 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. |
| \* Fill in or cross out any blank spaces. | \* If you take out insurance, the credit provider can not insist on any particular insurance company. |
| \* Get a copy of this contract document. | \* 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. |
| \* **Do not sign** this contract document if there is anything you do not understand. | \* If this contract document says so, the credit provider can charge a fee if you pay out your contract early. |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EXECUTED** by **<<Bordetallnames>> ACN <<BORDET1ACN>> as trustee for <<BORDET1TRUSTNAME>>**   |  | | --- | | Signature of director | | <<guarantor\_2\_name>> | | Name of director (please print) | | Date | | )))) | |  | | --- | | <<cr\_{guarantor\_3\_name != null}>> | | Signature of director/company secretary | | <<guarantor\_3\_name>> | | Name of director/company secretary (please print) | | Date | | <<er\_>> | |

**INFORMATION STATEMENT**

Paragraph 16(1)(b) of the Code

Regulation 70 of the Regulations

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

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

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual 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 your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider 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 credit provider 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 your credit provider 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 your credit provider 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 your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. 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 your credit provider to charge one) and other fees.

7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8 Will I be told in advance if my credit provider 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 by your credit provider.

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 your credit provider;

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 your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. 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

Translating and Interpreting Service: 131 450

TTY / voice calls: 133 677

Australian Financial Complaints Authority Limited

GPO Box 3

Melbourne, VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

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 http://www.asic.gov.au.

Insurance

10 Do I have to take out insurance?

Your credit provider 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 credit provider 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 your credit provider. 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 your credit provider then, within 14 days of that happening, your credit provider 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?

Your credit provider 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 your credit provider 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 credit provider.

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 credit provider 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 your credit provider’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 property?

See the answers to questions 22 and 23.

Otherwise you may —

if the mortgaged property is goods — give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;

sell the property, but only if your credit provider gives permission first;

OR

give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider 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 your credit provider even after the mortgaged property is sold.

19 Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider’s request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court’s approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22 What do I do if I can not make a repayment?

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

23 What if my credit provider and I can not agree on a suitable arrangement?

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

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

24 Can my credit provider 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 credit provider’s external dispute resolution scheme or ASIC, or get legal advice.

25 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 YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION 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**

**TRANSLATING AND INTERPRETING SERVICE: 131 450**

**TTY / VOICE CALLS: 133 677**

**AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY LIMITED**

**GPO BOX 3**

**MELBOURNE, VIC 3001**

**WEBSITE:** [**WWW.AFCA.ORG.AU**](http://www.afca.org.au)

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**