

Get Set Loan Agreement.

General Terms and Conditions.

Effective Date: 7 October 2010

We're closer. **BankSA**



CONTENTS

Clause		Page
1	Using your Get Set Loan	1
2	Interest and other charges	2
3	Fees and Charges	3
4	Statements	4
5	Higher interest charges	4
6	Review	5
7	Minimum repayments	5
8	Repayment on demand	6
9	Transactions	6
10	Variation	7
11	GST	8
12	National Credit Code	9
13	Joint accounts	10
14	Applicable law	10
15	Appropriate use of our services	10
16	Problems, errors and complaints	11
17	Meaning of words	11

INFORMATION STATEMENT

Things you should know about your proposed credit contract	13
The Contract	13
Insurance	16
Mortgages	17
General	18

IMPORTANT NOTE.

This document does not contain all the terms of your agreement or all of the information we are required by law to give you before the agreement is made. Further terms and information are in the *Offer*, the BankSA Transaction, Savings and Investment Accounts – Banking Services Terms and Conditions and General Information booklet and the BankSA Transaction, Savings and Investment Accounts – Fees and Charges and how to minimise them booklet.

ABOUT THIS AGREEMENT.

The agreement for this loan consists of two documents: the BankSA Get Set Loan *Offer* and the BankSA Get Set Loan Agreement General Terms and Conditions. They should be read together.

BANKSA GET SET LOAN AGREEMENT GENERAL TERMS AND CONDITIONS.

The meaning of words printed *like this* and some other key words is explained in the section entitled “Meaning of words” at the end of these terms and conditions.

At the back of this booklet (in addition to the terms and conditions of this agreement) there is also a description of your major rights and obligations under the National Credit Code.

1 USING YOUR GET SET LOAN

We make funds available to you through an account (your account) we agree to by the methods applicable to that account.

You must not allow the *credit limit* on your account to be exceeded without our approval. If the *credit limit* is exceeded without our approval, you must immediately repay the excess.

You must also comply with the conditions that apply to the use of your account or any card connected to it. Those conditions (*including*, but not limited to, any applicable fees) form part of this agreement.

Please refer to the BankSA Transaction, Savings and Investment Accounts – Banking Services Terms and Conditions and General Information booklet and the BankSA Transaction, Savings and Investment Accounts – Fees and Charges and how to minimise them booklet.

2 INTEREST AND OTHER CHARGES

Interest

You must pay us interest charges for each day on the balance *owing on your account* for the end of that day if it is a debit balance.

Interest charges are calculated daily at the *annual percentage rate* set out in the *Offer* on the basis of a 365 day year (*including* a leap year).

The interest charges accrue daily and are debited to your account in arrears at the end of each month in which they accrue.

Any amount on which interest is charged at the *default rate* under clause 5 is excluded from the *balance owing on your account* for the purpose of this clause. We charge interest instead on that amount under clause 5.

Variation to *annual percentage rate*

We may change the *annual percentage rate* at any time. The *annual percentage rate* shown in the *Offer* is current at the *disclosure date*.

We notify you in writing or by a newspaper advertisement on or before the date of any change in your *annual percentage rate*.

Information on current interest rates for your Get Set Loan is available from your nearest branch.

3 FEES AND CHARGES

Enforcement expenses may become payable under this agreement in the event of a breach.

You must pay us:

- (a) all fees and charges in the circumstances indicated in the *Offer* and any changed or new fee or charge notified to you; and
- (b) an amount equal to any government charges and duties on receipts and withdrawals under this agreement, calculated in accordance with the relevant legislation. These are payable whether or not you are primarily liable for such charges and duties;
- (c) when we ask, any reasonable expenses we reasonably incur in enforcing this agreement.

You authorise us to debit any of these amounts to your account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).

We need not notify you first.

Variations to fees and charges

The fees and charges shown in the *Offer* are current at the *disclosure date*.

4 STATEMENTS

We send you a statement of your account at least once every month.

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us as soon as practicable and before the due date for payment on the statement.

5 HIGHER INTEREST CHARGES

Under this agreement a *default rate* of interest may be charged when payments are in default.

We may charge interest at a higher rate – the *default rate* described in the *Offer* – on:

- (a) a minimum repayment required (see clause 7) while it is overdue; and
- (b) any amount after the date it becomes due for payment under clause 8; and
- (c) any excess you must repay under clause 1 (second paragraph).

These interest charges are calculated daily on the basis of a 365 day year (*including* in a leap year). They accrue daily and are debited to your account in arrears at the end of each month in which they accrue.

6 REVIEW

We may carry out a review of your account at least annually. You must give us any information we reasonably ask for concerning your financial position and your performance under this agreement.

We may reduce the *credit limit* or stop providing further credit as we choose. If we do so, we tell you in writing.

7 MINIMUM REPAYMENTS

You are required to make a minimum payment each month by the due date set out on the monthly statement of your account. The required minimum repayment is the greater of:

- \$50.00, or
- 1.25% of the balance outstanding at the statement date plus the total of the interest charges and the monthly administration fee debited to your account during the statement period.

If the closing balance outstanding is less than \$50.00, you must pay it in full.

You are responsible for paying all amounts shown on the statement, but you need not pay the entire *balance owing on your account* each month unless the closing balance outstanding is \$50 or less in that month.

You must pay any minimum repayment by the due date and you may pay more or all of the *balance owing on your account* if you wish.

Your obligation to make minimum repayments in this clause does not affect your obligation to repay the whole or part of the *total amount owing* on our demand under clause 8.

8 REPAYMENT ON DEMAND

We may demand that you repay the whole or part of the *total amount owing* at any time. You must repay in full the amount we demand at the time we specify in the demand.

You acknowledge that there is no agreement, arrangement or understanding between you and us that we may demand repayment only when a particular event occurs or does not occur.

If we have demanded repayment of the whole or part of the *total amount owing*, unless the amount owing is genuinely in dispute, we may use any money you have in another account with us towards repaying that amount (this is known as “combining accounts”). We may combine accounts without giving you any notice, but we will tell you afterwards.

9 TRANSACTIONS

We may assign any date we consider appropriate to a debit or credit to your account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you pay.

We may subsequently adjust debits and credits to your account, and the *balance owing on your account*, so as to accurately reflect the legal obligations of you and us (*for example*, because of an error or because a deposited cheque is dishonoured). If we do this we may make consequential changes (*including* to the interest charges).

We may debit to your account a cheque written on your account (thereby temporarily increasing the *balance owing on your account*) even if we subsequently dishonour that cheque.

We may use any payment we receive from you in satisfying money due from you in any way we think fit.

10 VARIATION

10.1 We may introduce new fees and charges and vary any provision of this agreement relating to:

- *annual percentage rate*;
- *default rate*;
- loan amount;
- loan term,
- amount, frequency and number of repayments, and time for repayments or the method of calculation of repayments.
- existing fees and charges and their times for payment; and
- account number.

We may also vary any other term or condition of this loan agreement.

10.2 We will notify you of, or advertise, any changes to this agreement before they are made, as follows.

- Any change in the *annual percentage rate* - we will notify you, or advertise, on or before the day the change happens.
- Any change in the amount of fees or charges - we will notify you, or advertise, at least 30 days before the change takes effect.
- The introduction of any new fees or charges - we will notify you at least 30 days before the change takes effect (if your loan is regulated by a National Credit Code we may advertise the change instead of writing to you).
- In relation to the variation or introduction of a government charge payable directly or indirectly by you - we will notify you of, or advertise, the change at least 30 days before the changes take. However if your loan is not regulated by a National Credit Code and the change is published by a government, governmental agency or representative body, we may not notify you of, or advertise, the change.
- Any other change - we will notify you at least 30 days before the change takes effect.

However, where the change reduces your obligations or extends the time for payment, we will generally only give you details of the change when we send you the next statement of account after the change takes effect.

Unless your *Offer* says otherwise, any advertisements of changes will appear in The Adelaide Advertiser and The Australian. If we advertise a variation, we will give you the details when we send you the next statement of account.

11 GST

You must increase the amount (“**original amount**”) of any payment due by you at any time under this agreement by an additional amount sufficient to cover any GST payable by us on your payment, if not already included in the calculation of that original amount.

The total amount received by us, after discounting for the amount of any GST payable by us on that total, must equal the original amount.

We will tell you of any additional GST amount, if it has not already been set out in this agreement.

You must pay, as requested by us, any additional amount necessary to compensate us for any direct or indirect increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering this agreement; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with this agreement or any security.

12 NATIONAL CREDIT CODE

This clause applies to the extent that the Credit Code applies to this agreement.

If:

- (a) the National Credit Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
- (b) a provision of this agreement would otherwise contravene a requirement of the National Credit Code or impose an obligation or liability which is prohibited by the National Credit Code, the agreement is to be read as if that provision were varied to the extent necessary to comply with the National Credit Code or, if necessary, omitted.

More information about banking.

Please read the BankSA Transaction, Saving and Investment Accounts – Banking Services Terms and Conditions and general information booklet you received with the *Offer*. As well as containing the terms and conditions that apply to the use of your account and any card connected to it, the booklet contains all types of information about banking services and the Code of Banking Practice, such as account opening procedures, confidentiality and complaint handling procedures, combining accounts, bank cheques, cheque and cheque clearing, the importance of reading the terms and conditions applying to the banking services you obtain from us and the advisability of you notifying us if you are in financial difficulty, which you may find helpful.

We strive to give you account information which is accurate and up-to-date at all times. However, if your interest charges are due to be debited on a non-*banking day* and you make an automated balance enquiry (such as through our Telebanking centre or at an ATM) on the interest debit day itself (or

immediately preceding non-banking day(s), the balance quoted will not be the balance on the actual enquiry date. Instead it will be the opening balance for the day after the interest charges are debited (that is, it will take into account the amount of the interest charges).

13 JOINT ACCOUNTS

If there are more than one of you, then you are jointly and severally bound to comply with this agreement, and are liable for all amounts which are owing to us at any time on the joint account.

Either of you can write to us and terminate your liability for future advances on your joint account. If either of you ask to terminate your liability, we may stop operations on your joint account generally.

In any case, each of you remain liable for all transactions either of you make prior to the date you cancelled your liability for future advances on your joint account, even if the transactions are debited to the joint account after the cancellation date.

14 APPLICABLE LAW

This agreement is governed by the law in force in the State or Territory of our address stated in the *Offer*. You and we submit to the non-exclusive jurisdiction of the courts of that place.

15 APPROPRIATE USE OF OUR SERVICES

- (a) You must not use the services we provide for any illegal purpose.
- (b) Where we consider it necessary for us to meet our regulatory and compliance obligations:
 - (i) you must provide us with any information we reasonably request;
 - (ii) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the BankSA Group; and
 - (iii) we may delay, block or refuse to provide any of our services.

16 PROBLEMS, ERRORS AND COMPLAINTS

If you believe an error has been made, please notify your nearest BankSA branch. We will correct any error that is found to be ours as soon as possible.

If you have a problem or complaint about your loan account, you should speak to our Customer Service personnel. The relevant details are set out on the back of this booklet.

To assist us in resolving your problem or complaint, you should:

- report it promptly;
- state clearly the nature of the problem or your particular grievance; and
- have available all documents and background information.

17 MEANING OF WORDS

annual percentage rate means a per annum rate of interest applying to the loan facility.

balance owing on your account means at any time, the difference between all amounts credited and all amounts debited to your account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

banking day means a day other than a Saturday or Sunday, or a public, special or bank holiday in the State or Territory of the applicable law.

the **credit limit** is stated in the *Offer*.

default rate means the *default rate* described in the *Offer*.

the **disclosure date** is stated in the *Offer*.

for example or **including**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

GST means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax.

including see **for example**.

Offer means the Get Set Loan *Offer* which is part of this agreement.

small business means a business employing:

- (a) less than 100 full-time (or equivalent) people if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) people,

unless you enter into this agreement to obtain a facility for use in connection with a business that does not meet the elements in (a) or (b) of this definition.

total amount owing means, at any time, the *balance owing on your account* at that time (plus all accrued interest charges, default interest charges and other amounts which you must pay under this agreement but which have not been debited to your account at that time).

we, us, our, BankSA or the Bank means BankSA - A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

you means the person or persons named in the *Offer* as “Borrower”. If there are more than one, you means each of them separately and every two or more of them jointly. You includes your successors and assigns.

The singular includes the plural and vice versa.

The relevant provisions of the Code of Banking Practice apply to this agreement if you are an individual or a *small business*.

This part of the General Terms booklet only applies to you if you are an individual and, when you enter into the agreement, you intend to use the credit obtained under this agreement wholly or predominantly for personal, domestic or household purposes.

INFORMATION STATEMENT

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, your credit provider's external dispute resolution 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 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 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 your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Financial Ombudsman Service (FOS) and can be contacted at 1300 78 08 08, www.fos.org.au, 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 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 cannot 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 cannot 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 cannot do with the property.

18 What can I do if I find that I cannot 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 their external dispute resolution 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 to I do if I cannot 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 cannot 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 external dispute resolution scheme that your credit provider belongs to. 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 cannot 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.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE (FOS) AND CAN BE CONTACTED AT CAN BE CONTACTED AT 1300 78 08 08, WWW.FOS.ORG.AU, GPO BOX 3, MELBOURNE VIC 3001.

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

GENERAL CUSTOMER ENQUIRIES

Call 8am to 8pm, seven days a week on **13 13 76**

DISPUTES

If your complaint is not immediately resolved to your satisfaction, you should:

• speak to us by:

- contacting the branch where the problem arose; or
- phoning Customer Relations on 13 13 76; or

• write to us and:

- send it to the Manager, Customer Relations,
PO Box 399, Adelaide SA 5001; or
- fax it to Customer Relations on (08) 8424 5950;

AFTER THIS, IF THE MATTER IS STILL NOT RESOLVED TO YOUR SATISFACTION, CONTACT:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 78 08 08

www.fog.org.au

