

### Why you need to read this

This document is the *line of credit terms and conditions*. It sets out terms that apply to your *line of credit*. This document doesn't contain all the information required to be given to you.

Your *contract* consists of these *line of credit terms and conditions*, the *line of credit agreement* and the *account and payment facility terms*. If there is any inconsistency between the *line of credit agreement*, these *line of credit terms and conditions* and the *account and payment facility terms*, then the documents will prevail in that order to the extent of the inconsistency, unless the term relates to a *payment facility* in which case the *account and payment facility terms* will prevail.

The meaning of words printed *like this* and other important words used in this *contract* are explained in Part D of these *line of credit terms and conditions*.

### Important

**The *line of credit* provided under this contract is an "at call facility". This means that we can ask you to pay us the total amount owing on 30 days notice at any time.**

**The total amount owing must not exceed the credit limit, but if it does you must immediately make a repayment to reduce the total amount owing to an amount that is less than the credit limit.**

### Part A: Conditions to lending, your account and how and when interest, fees and charges are calculated and payable

Part A of these *line of credit terms and conditions* describes:

- our agreement to make the *line of credit* available to you if all necessary conditions are satisfied
- how the *line of credit* can be used
- how your *account* operates
- how we use and apply your payments, and
- how we calculate and charge interest and other fees and charges.

#### 1 The line of credit

- 1.1 We offer to make the *line of credit* available to you in accordance with this *contract*.
- 1.2 You must only use the *line of credit* for the purpose described in your *line of credit agreement*.
- 1.3 If you don't accept the offer set out in the *line of credit agreement* by signing and returning the *line of credit agreement* to us within 90 days after the *disclosure date*, the offer is automatically withdrawn and we will have no obligation to make the *line of credit* available to you.
- 1.4 If you do not draw down on the *line of credit* within 90 days of the *disclosure date* this *contract* is automatically terminated. You must pay any fees incurred before this date.

#### 2 The credit limit

- 2.1 The *credit limit* is the maximum amount of credit we agree to lend you under this *contract*. You must not exceed the *credit limit*. If this happens you must immediately make a repayment to reduce the *total amount owing* to an amount less than the *credit limit*.

#### 3 Conditions to lending

- 3.1 We'll only make the *line of credit* available to you when we're satisfied that the following conditions have been met:
  - (a) we're satisfied as to the title of any *security*, and we're satisfied that any charges, including land tax, council rates, and water fees in relation to each *security* have been paid and are up to date
  - (b) we've received every document relevant to a *security* and each document has been completed to our satisfaction
  - (c) we've received any report, consent, valuation, certificate, approval, information, or any other document that we reasonably require, in a form satisfactory to us
  - (d) we've received a copy of the relevant insurance policy over any *security*, with our interest as mortgagee noted
  - (e) we're satisfied with the results of all searches and enquiries we and our consultants have done in connection with you, any *security* and any works
  - (f) you've given us all other documents and information we've reasonably requested
  - (g) all information we've been given (including each declaration given in this *contract* and any document evidencing a *security*) is correct, complete and not misleading
  - (h) we've received a certificate of independent advice from a solicitor for you and each *security provider* in a form satisfactory to us if we require it
  - (i) if the loan will be secured by a guarantee and indemnity, you have provided us with a guarantee and indemnity signed by each relevant *security provider*
  - (j) you are not in *default* under this *contract*.
- 3.2 You represent and warrant that all information you've provided to us in connection with this *contract*, including information about you and your financial affairs and any *security interest*, is true and correct.

## 4 Declarations

### General declarations

- 4.1 You declare (except in relation to matters disclosed to us and accepted by us in writing) that:
- by entering this *contract* and carrying out your obligations under it you don't breach:
    - your constitution or other constituent documents (if any) or limit any powers under those documents
    - any agreement which binds you or to which any of your assets are subject
  - unless the *line of credit agreement* states otherwise you don't enter into this *contract* as the trustee of any trust
  - unless the *line of credit agreement* states otherwise you don't enter into this *contract* acting as a partner in a partnership.

### Additional declarations if you're a trustee

- 4.2 If you're signing this *contract* as a trustee, you declare (except in relation to matters disclosed to us and accepted by us in writing) that:
- the trust has been duly established
  - you're the only trustee of the trust
  - you have power under the terms of the trust to enter into this *contract* and comply with your obligations under it
  - you have the right to be fully indemnified out of the trust assets for all obligations you incur under any *arrangement with us* and the trust assets are sufficient to satisfy that right of indemnity
  - no action has been taken or proposed to terminate the trust, and
  - your entry into this *contract* is a valid exercise of your powers under the trust deed for the benefit of the beneficiaries.

### Additional declarations if you're a partnership

- 4.3 If you're signing this *contract* as a partner in a partnership, you declare (except in relation to matters disclosed to us and accepted by us in writing) that:
- you haven't done or allowed anything to be done which could result in the dissolution of the partnership,
  - you've told us about any changes to the partnership (eg a partner dies, leaves or joins the partnership), and
  - you've done everything we've asked to ensure all partners of any existing or new partnership are bound by each *arrangement with us* to which you're a party.

### When you make these declarations

- 4.4 You agree to tell us if anything happens which means you cannot truthfully repeat these declarations. You give us these declarations when you enter into this *contract* and each time you draw down on the *line of credit*.

### Additional matters relating to your declarations

- 4.5 You acknowledge that we've entered into the *arrangements with us* in reliance on the representations.

## 5 Account

- 5.1 On or before the day we make the *line of credit* available to you we'll open an *account* in your name.
- 5.2 The *account* will record the *balance owing on your*

*account* and transactions in connection with your *line of credit*.

- 5.3 You agree that we can debit your *account* at any time with any amounts that become payable by you in respect of your *line of credit*. We don't need to notify you first.

## 6 Accessing your account

- 6.1 The terms that apply to your use of *payment facilities* are set out in the *account and payment facility terms*.

## 7 Calculating and debiting interest

- 7.1 We calculate interest daily by multiplying the *balance owing on your account* by the daily percentage rate at the end of each day. The daily percentage rate is the *annual percentage rate* divided by 365 (even in leap years).
- 7.2 Interest is debited to your *account* monthly in arrears on the last day of the month and on the day you repay the *total amount owing*. When interest is debited, the *balance owing on your account* will increase.

## 8 Fees and charges

- 8.1 You must pay us all fees and charges in the circumstances described in the *line of credit agreement* and any new fee or charge we introduce after the *disclosure date* in accordance with this *contract*.
- 8.2 You must also pay us government fees and charges in connection with your *line of credit*.
- 8.3 You authorise us to debit fees and charges payable under this *contract* to your *account*. After they've been debited, they'll form part of the *balance owing on your account*. Fees are not refundable in any circumstance including if the *line of credit* is not provided.

## 9 Payments generally

- 9.1 We'll pay you interest on any positive balance on your *account* at the rate set out on our website [www.greater.com.au](http://www.greater.com.au) under the heading Interest Rates/Everyday Accounts unless your *account* is an ultimate line of credit. We do not pay interest on any positive balance on an ultimate line of credit.
- 9.2 Any amount you must pay us under this *contract* in respect of which a time for payment isn't stated is payable when we ask.

## 10 Enforcement expenses

- 10.1 Enforcement expenses may become payable under this *contract* or any *security* in the event of *default* (see clause 15).
- 10.2 You must pay us any reasonable expenses we reasonably incur in enforcing this *contract* or a *security* after a *default* (including expenses incurred in recovering, preserving and maintaining the *security* after a *default*). You authorise us to debit these expenses to your *account* at any time after they're incurred.

## 11 Lender's Mortgage Insurance

- 11.1 Lender's mortgage insurance protects us and not you. If we incur a loss in connection with this *contract* we may recover that loss under the lender's mortgage insurance policy. If this happens, you must still repay all amounts you owe under this *contract*.

## 12 Further mortgage

- 12.1 If your obligations under this *contract* are at any time secured by a *security interest* over land (**primary mortgage**), then you must give us a further mortgage over that land if requested to do so at any time (**further mortgage**).

- 12.2 If we request a further mortgage you must:
- execute and deliver the further mortgage to us promptly after we provide it to you, and
  - do all things requested by us to assist in the stamping and registration of the further mortgage.
- 12.3 Any further mortgage requested by us under this clause must be substantially in the form of our then current standard mortgage for the jurisdiction in which the *secured property* is located.
- 12.4 Our right to request a further mortgage will survive even if we assign the primary mortgage. However, that right won't survive if we discharge the primary mortgage.
- 12.5 You agree that we can lodge a caveat in respect of our rights and interests under this clause and any request made pursuant to it.

## Part B: Repayments

Part B of these *line of credit terms and conditions* sets out when and how:

- you must pay us the *total amount owing*, and
- you can make repayments.

### 13 Repayment of the *total amount owing*

- 13.1 We can ask you to pay us the *total amount owing* at any time. You must pay us the *total amount owing* within 30 days of us asking you to.

### 14 Repayments

- 14.1 You can make voluntary repayments at any time in the ways set out in your monthly statement.
- 14.2 Repayments will be credited to your *account* only after they have been received by us.

## Part C: Default and what happens if you default

Part C of these *line of credit terms and conditions* sets out:

- when you're in *default* under this *contract*, and
- what happens when you're in *default*.

### 15 Default

#### When there's a default

- 15.1 There's a *default* if:
- you don't pay on time any amount payable under this *contract*
  - you or a *security provider* become *insolvent*
  - another creditor takes *enforcement proceedings* against you or a *security provider* (or any of your or their assets) and it has a *material impact*
  - we exercise a right we have against you or a *security provider* (such as calling for early repayment of money owing) in relation to a separate financing arrangement you or a *security provider* have with us because:
    - an event of default (however described) occurs under that arrangement, and
    - the event or circumstance giving rise to the default is of a type permitted under Part 6 of the *Banking Code of Practice*
  - we believe on reasonable grounds that you or a *security provider* don't comply with the law or any requirement of a statutory authority and it

has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)

- it becomes unlawful for you or us to continue the facility provided under this *contract*
- you or a *security provider* give us materially incorrect, incomplete or misleading information (including through declarations to us) and it has a *material impact*
- you use funds provided under this *contract* for a purpose which we haven't approved and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)
- you or a *security provider* deal with, or attempt to deal with, *secured property* in breach of an *arrangement with us* and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)
- you or a *security provider* don't comply with any obligation to maintain the insurance we require and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)
- you or a *security provider* don't give us copies of your or their financial statements in the form we require and within the period you're required to give them to us and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)
- you or a *security provider* don't maintain any *licence* necessary to carry on your or the *security provider's business* and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)
- there is a change in ownership or any other *change in control* of you or a *security provider* or your or their business (without our consent) and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so)
- you or a *security provider's* status, capacity or composition changes without our consent (eg if you're a partnership and it is dissolved or there is a change in partners, you're a joint venture partner and the joint venture ends or you're a trustee and there is a change in the trustee or that trust ends) and it has a *material impact* (unless the breach can be remedied and it is remedied within 10 days after we ask you to do so).

#### Our powers on default

- 15.2 If there's a *default*:
- the *total amount owing* is payable when we ask for it
  - we can take any of the actions set out in clause 15.5.
- 15.3 Subject to clause 15.6 before we require immediate payment or take any of the actions set out in clause 15.2, you will be given 30 days notice to allow you an opportunity to remedy the *default*.
- 15.4 If you don't remedy the *default* within the time set out in the notice, then:
- at the end of that period and without further notice to you, the *total amount owing* is payable when we ask for it
  - we may take any of the actions set out in clause 15.5.

- 15.5 After a *default* has occurred, we may do one or more of the following in addition to anything else the law allows us to do as a secured party:
- no longer provide you with the *line of credit*
  - sue you for the *total amount owing*
  - do anything an owner of the *secured property* could do, including selling or leasing the *secured property* on terms we choose
  - enter any place we believe the *secured property* is held, in order to do any of the above
  - appoint one or more *receivers* to do any of these things.

The *receivers* alone or together may do anything we can do as set out above or anything else a *receiver* may do at law. To the extent the law permits, a *receiver* will be your agent unless we notify you that the *receiver* is to act as our agent, and need not comply with requirements imposed on secured parties.

- 15.6 We do not need to give you a notice or wait until the end of any period given in a notice if:
- we have made reasonable attempts to locate you or a *security provider* but without success
  - we reasonably believe that we were induced by fraud by you or a *security provider* to enter into this *contract* or a *security*
  - a court authorises us to begin *enforcement proceedings*, or
  - we reasonably believe that urgent action is necessary to protect the *secured property*.

#### Investigation of default

- 15.7 If we reasonably believe that a *default* is, or may be, continuing, we may:
- appoint a person to investigate and report to us on your affairs, financial condition, assets or business
  - inspect your records and assets during normal business hours, and
  - conduct all searches and enquiries that person considers appropriate in connection with you and your assets.

You agree to co-operate with the person and comply with every reasonable request they make (and ensure that your officers, employees, agents and attorneys do the same). This includes giving them access to all records and assets during normal business hours and giving them any document or other information that they reasonably request.

- 15.8 If it is shown that there is a *default* or circumstances exist that could lead to there being a *default*, you agree to pay or reimburse us our costs in connection with the investigation.

#### Part D: General and administrative matters

Part D of these *line of credit terms and conditions* sets out:

- how we communicate with each other
- how we can change the terms of your *contract*;
- how we can disclose information in relation to this *contract*; and
- other general terms that apply to your *line of credit*

## 16 Communications

### Electronic communications

- 16.1 You consent to us sending communications to you by email, to the email address last notified to us by you (or by any other method of electronic communication permitted by law), and we may do this unless otherwise required by law. Giving this consent means that:
- paper documents may no longer be given
  - your electronic communications must be regularly checked for documents, and
  - this consent may be withdrawn at any time by providing notice to us.

- 16.2 We may still choose to give you notice in paper form.

### Form

- 16.3 All communications in connection with this *contract* must be in writing. Communications from you must be signed by you, or if you're a corporation by an *authorised person*.
- 16.4 Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

### Delivery

- 16.5 Communications must be:
- given personally (to you if they are for you and you're an individual or if you're a corporation, to an *authorised person*; if they're for us, to one of our employees at any office we tell you)
  - left at the address last notified
  - left at the property the subject of a *security* is usually located
  - sent by prepaid ordinary post to the address last notified
  - sent by fax to the fax number last notified, or
  - sent by email to the email address last notified.

However, communications from us may also be given in any other way permitted by law.

- 16.6 Communications take effect from the time they're received or taken to be received (whichever happens first) unless a later time is specified in the communication.

### When taken to be received

- 16.7 Communications are taken to be received:
- if sent by post, 6 *business days* after posting, or
  - if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent, or
  - if sent by email:
    - when the sender receives an automated message confirming delivery, or
    - 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the recipient is out of office or delivery failed, whichever happens first.

## 17 Changes

- 17.1 We can make changes to this *contract* without your consent.
- 17.2 The changes we can make and the notice we'll provide is set out in the table below.

Type of change	Notice we'll provide
<b>Interest rates</b>	
We change the <i>annual percentage rate</i>	Notice will be given in writing or by advertisement in the national or local media no later than the day on which the change takes effect (unless the change reduces your obligations in which case we'll notify you with your next statement).
Change the basis on which interest, or fees in the nature of interest, are calculated.	Notice will be given in writing or by advertisement in the national or local media 20 days before the change takes effect (unless the change reduces your obligations in which case we'll notify you with your next statement).
<b>Our fees and charges</b>	
We introduce a new fee or charge or change an existing fee or charge.	Notice will be given in writing or by advertisement in the national or local media 20 days before the change takes effect (unless the change reduces your obligations in which case we'll notify you with your next statement).
<b>Government fees and charges</b>	
A new fee or charge set by the government is introduced or there is a change to an existing fee or charge set by the government.	Notice will be given in writing or by advertisement in the national or local media no later than the day on which the change takes effect, unless it's publicised by the government – in which case we don't need to notify you.
<b>Credit limit</b>	
Reduce the <i>credit limit</i> (including where we decide not to provide further credit to you)	Notice will be given in writing as soon as practicable (notice is not required if you're in <i>default</i> )
<b>Other terms and conditions</b>	

In addition to our ability to change terms set out above, we can change any term of your <i>contract</i> :	Notice will be given in writing 20 days before the change takes effect, unless:
<ul style="list-style-type: none"> <li>to comply with any law, standard, regulator guidance, decision of a court or AFCA</li> <li>if we consider it reasonably necessary to manage our regulatory, credit or security risk</li> <li>if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission</li> <li>if the change reflects changes to our business or technological systems</li> <li>if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service</li> <li>to protect us or any other person from the risk of fraud or illegal activity.</li> </ul>	<ul style="list-style-type: none"> <li>we reasonably consider that the change isn't adverse to you, in which case we'll notify you with your next statement</li> <li>the law doesn't require us to provide you with notice and we reasonably consider urgent action is necessary to avoid or reduce a material increase in our credit, security, regulatory or reputational risk, in which case we'll notify you after we've made the change unless it's not reasonable to.</li> </ul>

## 18 General matters

### Prompt performance

18.1 You have to do everything you're required to do promptly unless a specific time for performing it is set out in an *arrangement with us*.

### Further steps

18.2 If you fail to do anything required under this *contract* or any insurance policy required under this *contract*, we may do that thing in your name at your expense. We'll debit your *account* for any expenses so incurred.

### Valuations and inspections

18.3 We agree to give you a copy of any non-confidential report we obtain from an *adviser* if you ask us to. However, the report is for our use only and you can't rely on it.

### Set-off

18.4 We can set-off any amount we owe you (whether or not due for payment) against any amount due for payment by you to us in connection with an *arrangement with us*.

18.5 You can't set-off any amount we owe you against an amount you owe us.

### Right to combine accounts

18.6 If you owe us an amount, we may choose to transfer money from any account you have with us to pay off all or some of the amount owing.

### Adjustments

18.7 We may subsequently adjust debits and credits to the *account* to accurately reflect the legal obligations of you and us (for example, because of an error or a dishonour). If we do this we may make consequential adjustments (including to interest charges).

### How we can exercise our rights

18.8 Our rights, powers or remedies under this *contract* are in addition to other rights, powers or remedies given by law and:

- (a) we may exercise our rights, powers and remedies in any way we consider appropriate (including by imposing conditions on any consent, approval or waiver)
- (b) if we don't exercise a right, power or remedy in connection with this *contract* fully or at a given time, we may still exercise it later
- (c) we may exercise our right, power and remedies in connection with this *contract* even if it involves a conflict of duty or we have a personal interest in their exercise
- (d) any person we authorise as our representative may exercise our rights, powers or remedies.

This clause also applies if a *receiver* exercises rights, powers or remedies under this *contract*.

18.9 Unless this document expressly states otherwise, neither we nor a *receiver* is liable for any loss, liability or costs arising in connection with the exercise (or failure to exercise) a right, power or remedy in connection with this *contract* except to the extent caused by the fraud, negligence or wilful misconduct of us, a *receiver* or our agents.

### Effective date of transactions

18.10 We may assign a date on which credit is provided to you under this *contract* that is on or after the date the transaction takes place.

### Indemnities and reimbursement obligations

18.11 Any indemnity, reimbursement or similar obligation in this *contract* by you:

- (a) is a continuing obligation despite any intervening payment, settlement or other thing
- (b) is independent of your other obligations under this *contract*, and
- (c) survives the termination or discharge of this *contract* and the satisfaction of any payment or obligation secured by this *contract*.

It's not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with this *contract*.

### Statements

18.12 We'll give you a statement for your *account* each month, or more often than that if required by law.

### Severability

18.13 If:

- (a) a law would otherwise make a provision of this *contract* illegal, void or unenforceable, or
- (b) a provision of this *contract* would otherwise contravene a requirement of a law or impose an obligation or liability which is prohibited by a law,

this *contract* is to be read as if that provision were varied to the extent necessary to comply with that law, or, if necessary, omitted.

### Waivers

18.14 Unless otherwise agreed, a provision of this *contract*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.

### Assignment or other dealings

18.15 We may assign, novate, or otherwise deal with our rights under this *contract* in any way we consider

appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this *contract*) any right of set-off or other rights you have against us. You must execute all documents which in our opinion are reasonably necessary for these purposes.

18.16 You must not assign, novate, transfer, or deal with your rights or obligations under this *contract*.

### Disclosure of information

18.17 Information you give us and any other information in connection with this *contract* may be disclosed:

- (a) if they are publicly available
- (b) to any person in connection with the exercise of rights or obligations in connection with an *arrangement with us*
- (c) to any assignee, transferee or potential assignee or potential transferee of us
- (d) to any of our related bodies corporate
- (e) to any official or authority (including any Federal, State or local government official, authority, statutory body or enforcement agency) that gives us an order or request for the information to our officers, employees, agents, contractors or advisers
- (f) to you or a *security provider*
- (g) with your consent (such consent not to be unreasonably withheld)
- (h) if we reasonably believe the disclosure is required by any law, securities exchange or rating agency (except this paragraph doesn't permit the disclosure of any information under section 275(4) of the *PPSA* unless section 275(7) of the *PPSA* applies)
- (i) if we otherwise consider the disclosure appropriate in connection with the operation or administration of an *arrangement with us*.

### Disclosure of information to security provider

18.18 You agree that we may provide copies of the following documents to anyone who is a *security provider*:

- (a) a copy of any notice, including correspondence, to us or to you
- (b) any credit report received in relation to you
- (c) any financial statements you have given us
- (d) any notice of demand, or information regarding a dishonour, on any loan with us
- (e) information on any excess or overdrawing
- (f) a copy of your *account* statement, and
- (g) any other information about you and your accounts with us.

### Your details and information

18.19 You must tell us as soon as practicable if any of your details change, including your residential or your email address.

18.20 You must also tell us as soon as practicable of any other matter which may affect your ability to comply with your obligations under this *contract*.

18.21 You must provide us with any information we require about you, including anything required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*, and about beneficial owners of you or anyone authorised to act on your behalf.

18.22 You must provide us with any information about your financial affairs as soon as practicable after requested by us.

#### **Joint liability**

18.23 You're liable for all your obligations under this *contract* both separately on your own and jointly with each other person identified in the *line of credit agreement*.

18.24 Unless you have notified us otherwise, you agree that each of you can bind each other person identified in the *line of credit agreement* under this contract. For example, one of you could authorise a transaction in respect of your *line of credit* and that transaction would bind every person identified in the *line of credit agreement*, even if those parties didn't know or didn't agree to the transaction.

18.25 This means that each of you can be required to pay the *total amount owing* individually, despite any other arrangement you may have in place.

#### **GST**

18.26 If any payment made to us in relation to this *contract* is subject to GST, the amount to be paid will be increased so the amount retained by us after the payment of GST is the same as it would be if no GST were payable in respect of the payment.

#### **Governing law**

18.27 This *contract* is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts there.

#### **Customer Owned Banking Code of Practice**

18.28 The Customer Owned Banking Code of Practice may apply to your *contract*.

#### **National Credit Code**

18.29 The information in this *contract* is disclosed on the basis of tolerances and assumptions allowed under the *National Credit Code*. This is so even where the *National Credit Code* doesn't apply to this contract.

## **19 Definitions**

The meaning of words printed *like this* and other important words used in this *contract* have the following meanings:

**account / loan account** means an account we establish in your name for recording all transactions in connection with this *contract*.

**account and payment facility terms** means the terms and conditions that apply to your *account* and any *payment facility* and are available on our website at [www.greater.com.au/termsandconditions](http://www.greater.com.au/termsandconditions) under the heading 'Deposit and Credit Accounts'.

**adviser** includes lawyers, financial advisers, valuers, real estate agents and other consultants.

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

**annual percentage rate** means the per annum rate of interest applicable to your *line of credit*. The *annual percentage rate* at the *disclosure date* is stated in the *line of credit agreement*.

**arrangement with us** means any document, agreement or arrangement under which you or a *security provider* has or could in the future have obligations to us (or any of our related entities). It includes each document under which we provide finance to you or a *security provider* and each *security interest* or guarantee given to us in connection with finance (including this *contract*).

**authorised person** means the person or people listed as 'Authorised Person' in the *line of credit agreement* (if any). An authorised person can be any person you authorise to act on your behalf in giving instructions

or other communications and to perform any acts under this *contract*, by notice (including a copy of the person's signature) and for which we haven't received notice of revocation of the appointment. You may authorise a person to act alone or jointly with others.

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

**Banking Code of Practice** means the Australian Banking Association's Banking Code of Practice.

**business day** means a day (not being a Saturday, Sunday or public holiday in that place) on which we're open for business in New South Wales.

**change in control** for you or a *security provider*, includes a change (for any reason) in the person or persons who have the power to directly or indirectly do any of the following:

- (a) determine the management or policies of the entity
- (b) control the membership of the board or other governing body of the entity, or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the entity.

**contract** means the *line of credit agreement*, *line of credit terms and conditions* and the *account and payment facility terms*.

**Corporations Act** means the Corporations Act 2001 (Cth).

**costs** includes costs, charges and expenses, including those incurred in connection with *advisers* and any legal costs on a full indemnity basis.

**credit limit** means the maximum amount of credit that may be provided to you under this *contract*, this amount is set out in the *line of credit agreement*

**default** means any event or circumstance so described in clause 15.

**disclosure date** is the date stated in the *line of credit agreement*.

**enforcement proceedings** means a person:

- (a) starting proceedings in a court to recover a debt or to recover possession of property subject to a *security interest*
- (b) otherwise enforcing a *security interest* by taking possession of property (or taking steps to do so) or exercising a power of sale, appointing a controller or voluntary administrator
- (c) applying to a court to appoint a provisional liquidator or a trustee in bankruptcy, or
- (d) enforcing a judgment against another person (including you or a *security provider*) or their assets

**GST** has the meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

A person is **insolvent** if:

- (a) they're unable, or state they're unable, to pay their debts when they fall due, they enter into any assignment, arrangement or composition with any creditors or are otherwise taken to have committed an act of bankruptcy
- (b) they're in liquidation, in provisional liquidation, under administration or wound up or have had a controller appointed to their assets

- (c) they're subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (except to carry out a solvent reconstruction or amalgamation)
- (d) they're taken to have failed to comply with a statutory demand
- (e) an authority has appointed an administrator or investigator to them or their assets, or
- (f) something having a substantially similar effect to any of the things described above happens to that person

**licence** means any licence, permit, entitlement or authorisation (including to sell liquor, to discharge hazardous waste, to draw water or manage water rights, to keep gaming or poker machines or to develop and use property) issued by any authority or other person which allows activity to be carried out, on or in connection with property.

**line of credit** means the facility we provide you under this contract to borrow up to the *credit limit*.

**line of credit agreement** means the document titled Consumer Line of Credit Agreement provided to you with these *line of credit terms and conditions*.

**line of credit terms and conditions** means this document.

An event has a **material impact** if we reasonably consider that the event has had, or is likely to have, a material impact on:

- (a) your ability to comply with your financial obligations under an *arrangement with us*, or
- (b) our ability to fully recover from the *secured property* everything you or a *security provider* owe us.

**National Credit Code** means the National Credit Code, contained in Schedule 1 to the *National Consumer Credit Protection Act 2009 (Cth)*.

**online banking** is a platform we provide that allows you or any *person who can tell us to do things in connection with your account* to receive information from us and to transmit instructions to us electronically in order to access and use your *loan account*. The things that can be done using *online banking* may change from time to time and depend on what type of account you have with us. Generally, *online banking* can be used to:

- (a) make payments (using electronic methods that are available with your account)
- (b) view the transaction history and balance of your account
- (c) activate, stop or cancel cards.

**payment facility** means *online banking* and/or a *payment method*.

**payment method** means a method you can use to make payments from your *account*. The payment methods that are available with your *account* are set out in the *account and payment facility terms* or other terms that apply to your *account*.

**person who can tell us to do things in connection with your account** means an authorised person, authorised signatory, benefactor, additional cardholder or any other person who is authorised to do things in connection with your *account*.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**receiver** includes receiver, or receiver and manager.

**secured property** means property the subject of a *security*.

**security** means each *security interest* described in the *line of credit agreement* under "Security", and any substitute or additional *security interest* given in connection with this *contract*.

**security interest** means any charge, security interest, mortgage, lien, pledge, trust, power or other rights given as or in effect as security for the payment money or performance of obligations. Security interest also includes a guarantee or an indemnity.

**security provider** means each person (other than you) who gives a *security*.

**total amount owing** means the *balance owing on your account*, plus all accrued interest charges, and other amounts which you must pay under this *contract* but which haven't been debited to your account.

**we/us/our** means Greater Bank Limited (ABN 88 087 651 956) Australian credit licence 237476 and its successors and assigns.

**you/your** means the person or persons identified as such in the *line of credit agreement*.

## 20 Interpretation

Headings are for convenience only and don't affect interpretation. Unless the contrary intention appears, in this *contract*:

- (a) the singular includes the plural and vice versa
- (b) a reference to a document includes any variation, replacement or novation of it
- (c) a reference to a guarantee includes an indemnity
- (d) a reference to own, when used in relation to land, means being the registered proprietor, the registered holder, the registered Crown lessee, or the holder of an estate in fee simple, and owner has the corresponding meaning
- (e) the meaning of general words isn't limited by specific examples introduced by "including", "for example", "such as" or similar expressions
- (f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns
- (g) a reference to "**law**" includes the general law and legislation (including regulations)
- (h) a reference to legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them
- (i) a reference to "**regulations**" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations)
- (j) a reference to any thing (including an amount) includes the whole and each part of it
- (k) if a party has agreed to do something under an *arrangement with us* on by a given day and it's done after 5:00pm on that day, it's taken to be done on the next day
- (l) a reference to the following terms have the meaning given in the *Corporations Act*:
  - (i) subsidiary
  - (ii) control
  - (iii) controller
  - (iv) related body corporate.