

**TERMS AND CONDITIONS OF CREDIT CONTRACT**  
**The Money Centre Melbourne City on behalf of**  
**Loans4Sale**

**1. Repayments**

You must make all payments on the due date. You must have the repayment amount available for the direct debit from 12am to 11.59 pm during the due date. The first repayment is due on the date shown in the Schedule. Subsequent repayments are due on the [weekly, fortnightly, monthly ] anniversary of that date as indicated in the Schedule. The loan must be repaid in full on or before the last of the Repayment Dates shown in the Schedule.

Repayments are to be made by direct debit from your bank account or as directed by us. We may choose the order of how we apply your repayments to any money you owe to us.

The repayments can only be scheduled on business days.

If any payment to us initiated by means of a direct debit arrangement or electronic funds transfer is dishonoured, the payment will be treated as not having been made.

The total amount we can recover from you under this loan contract is twice the Amount of Credit (including default fees).

We do not pay interest on any credit balance in your account.

**2. Establishment Fee and monthly fee**

We charge you an Establishment Fee of up to 20% of the amount you wish to borrow. Your Establishment Fee is the amount shown in the Schedule. The Amount of Credit we provide to you and shown in the Schedule includes the Establishment Fee.

The repayment amount shown in the Schedule includes a monthly fee of up to 4% of the amount you wish to borrow.

Here are some indicative loan amounts and the cost to you. Credit fees and charges are not refundable.

<b>You Borrow</b>	<b>Loan Term</b>	<b>You Repay</b>
\$100	16 days to 1 month	\$124
\$200	16 days to 1 month	\$248
\$500	16 days to 1 month	\$620
\$1000	16 days to 1 month	\$1240
\$1200	16 days to 1 month	\$1488

**3. Default Fee**

If a scheduled payment defaults, we apply a default fee as specified in your loan contract. We do not offer rescheduling for any reason unless it is part of a payment plan in an approved case of financial hardship. We

suggest that you contact us as soon as you become aware of a defaulted repayment in order for us to assist you

in avoiding such fees in the future.

#### **4. Enforcement expenses**

Enforcement expenses which are reasonably incurred by us may become payable under the loan contract if you default. You must pay within 14 days of when we give you notice they are due. We may debit your account with our costs in connection with any exercise or non-exercise of rights arising from any default, including:

- (a) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher;
- (b) Enforcement expenses include our internal costs for administering the defaulted loan.

These costs will not exceed our reasonable enforcement costs including internal costs.

#### **5. General matters**

##### **a. Checking your Equifax credit file.**

We make a credit inquiry for every new customer and also reserve the right to make a credit enquiry as part of approving a new loan.

##### **b. How we can deal with this loan contract**

We may transfer all or any part of our rights, interests, obligations or liabilities under this loan contract by assignment or novation to another party. You will be provided with 45 days' notice in order to complete the repayment of your loan before the assignment occurs.

You consent to us disclosing personal and credit information about you in connection with our privacy policy (available on our website).

#### **6. Consumer legislation**

Any provision of this loan contract which do not comply with applicable legislation (e.g. the National Credit Code) have no effect, and to the extent necessary, this loan contract is to be read so it does not impose obligations prohibited by that legislation.

We encourage you to obtain independent legal and financial advice before you enter this loan contract.

#### **7. Financial difficulty**

You should inform us as soon as possible if you are in financial difficulty. We will discuss your problems with you, with a view to finding an acceptable solution.

#### **8. Notices**

Any notices or other documents to be given or served under or in connection with this credit contract may be:

- (a) delivered personally to you (or, if you are a company, to one of your directors);
- (b) posted to or left at your residential last known to us;
- (c) posted to or left at the address shown in your credit contract;
- (d) sent by email to your email address last known to us (if you have consented as required by any applicable law) or;

(e) given in any other way permitted by law.

A notice may be signed by one or more of our employees, solicitors, or agents on our behalf.

**9. Change of personal information**

You must promptly inform us if your personal information changes (e.g. change of residential address, phone number(s) or place of employment). You must, on request, provide any information about your personal or financial affairs that we reasonably request to enable us to assist in your performance of your obligations under this contract.

**10. General**

If there are two or more of you, each of you is individually liable, and all of you are jointly liable for amounts due under this contract.

References to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa.

You consent and agree that any mark or other indication purporting to be the signature of a party to this agreement or of a representative of that party shall be conclusive and binding evidence of that agreement notwithstanding that it is provided by electronic means.

This contract is governed by the laws of the state Victoria and the parties agree to submit to the courts of that jurisdiction.