

KEY TERMS OF YOUR CHATTEL MORTGAGE AGREEMENT

About these key terms

The aim of these key terms is to help you understand the key terms of your asset finance lending arrangements with us. Please note they do not contain all of the terms and conditions of your arrangements.

Additionally, they are not a substitute for, and do not form part of, your contract with us. The terms and conditions that follow on from this page do form part of your contract.

1 Make your repayments

You need to repay the amount loaned to you together with any interest. Your contract will set out the total interest payable on the loan and the repayment amount (principal and interest) for the regular repayments you need to make.

2 Personal Property Securities registration over Goods

You agree to mortgage the Goods to us until you've repaid the loan and complied with all other obligations. We will register a Personal Property Securities registration over the Goods that are mortgaged and you need to provide us with any information and documents we need to help us register.

3 Early repayment

You can repay your loan early, but there will generally be extra costs payable. These costs could be significant. You can ask us for an estimate of these costs at any time.

4 Fees, costs and charges

You need to pay the fees, costs and other charges associated with your lending products. These are set out in your loan contract. You also agree to pay additional costs if certain other things occur, such as a default.

5 Balloon payments

A balloon payment is a lump sum owed at the end of your loan term after all regular repayments have been made. If you have a balloon payment at the end of your loan, section 2 of the "Terms of repayment" section of your loan contract will show the balloon amount. There are options for managing a balloon payment, including paying the balloon out or applying to refinance the balloon amount (subject to credit assessment). You can ask us about these options.

6 Look after the financed Goods

You need to keep the Goods insured at all times during the loan, for an amount equal to the full insurable value. You also need to keep the Goods registered (if they are able to be registered), keep them in good condition and have

them serviced, and always use them in accordance with any laws and regulations. You can't sell, hire or lease out, or otherwise dispose of the Goods during the loan without our permission.

7 If you default on your loan

If you don't pay an amount owing you will be in default. You will also be in default if certain other things occur like:

- if you become insolvent;
- if you engage in illegal activities;
- if the information you give us is materially incorrect;
- if you lose a licence you need to run your business;
- if there is a change in your legal status or capacity or composition; or
- if you lose control of the Goods or your business's assets.

We will usually give you 30 days to fix the event, but we can act immediately if it is reasonable for us to do so to manage a material and immediate risk. Where we do act after a default has occurred, the things we may do include requiring you to immediately repay us and taking possession of any secured property such as the Goods.

8 Changes to your terms and conditions

Sometimes we may need to change the terms and conditions of your contract with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable to you. If we make a change, you can choose to cancel your loan by paying us back and satisfying any other obligations you owe us.

9 Set-off

We can set-off amounts that we owe you against amounts that you owe us.

10 Anti-money laundering and sanctions

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti-money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your loan.

Where can you find out more?

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.

CHattel Mortgage Terms and Conditions

REFERENCE: CM560

These are the Terms and Conditions by which I, the Mortgagor as my name appears on the **Chattel Mortgage**, agree to be bound **in consideration** of the Principal Sum advanced or agreed to be advanced to me by the Credit Provider. I, as beneficial owner, mortgage the Goods to the Credit Provider to hold them absolutely. If I pay to the Credit Provider all money payable under this Mortgage, and if I perform all my obligations under this Mortgage, then the Credit Provider will, at my expense, execute an appropriate reassignment of this Mortgage. I also agree with the Credit Provider as follows:

1. INTERPRETATION

1.1 In this Mortgage, the following terms have these special meanings, unless the context otherwise requires:

- 1.1.1 **"Approved Direct Payment Method"** means a payment method other than a cash payment, or a payment by cheque or money order which allows mortgage instalments to be credited direct to the Credit Provider's account by a bank or financial institution acting upon my order or request.
- 1.1.2 **"Business Day"** means any day of the week (except Saturday or Sunday) on which the Credit Provider is open for business in at least one location in Australia. For the purposes of this Mortgage a day ends at 4pm Melbourne time. **"Ordinary business hours"** are the hours of operation on any such day.
- 1.1.3 **"Chattel Mortgage"** means the 'Chattel Mortgage' that forms part of this Mortgage and which contains the Table. The Chattel Mortgage includes any annexure to the Chattel Mortgage.
- 1.1.4 **"Contract Rate"** means the rate of interest used to calculate the total amount of interest stated in the Table.
- 1.1.5 **"Credit Provider"** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Mortgage, including its rights to receive the payments and the Recoverable Amount.
- 1.1.6 **"Disbursement Date"** means the earliest date on which the Credit Provider pays any amount of the Principal Sum in connection with this Mortgage.
- 1.1.7 **"Early Payment Loss"** is the amount of any loss (other than the costs referred to in clause 7.7) or foregone profit suffered by the Credit Provider as a result of the whole or part of the total amount repayable or the Recoverable Amount being paid, or becoming payable, prior to the times stated in the Table. I acknowledge that upon early payment the Credit Provider will apply the amount paid against its own funding arrangements and will not seek to relend that amount. The amount of Early Payment Loss will therefore reflect the difference between the Contract Rate and the cost to the Credit Provider of funding this Mortgage. I may obtain details of the method of calculation utilised by the Credit Provider from time to time on request from the Credit Provider's head office.
- 1.1.8 **"Esanda Finance Corporation Limited"** means Esanda Finance Corporation Limited ABN 64 004 346 043, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Mortgage.
- 1.1.9 **"Goods"** means:
 - 1.1.9.1 the goods described in the Table;
 - 1.1.9.2 if the actual item in relation to which the Credit Provider has made or agreed to make a payment is not the same as that item, the actual item; or
 - 1.1.9.3 all goods purchased with the assistance of the loan of the Principal Sum;and includes, when supplied with or fitted to the Goods, replacement parts, accessories and attachments (including anything installed in or affixed to, the Goods for the purposes of the PPSA). It is agreed that the Credit Provider's interest in the Goods is a legal interest.
- 1.1.10 **"Goods and Services Tax (GST)"** means any tax that is or becomes payable on or in connection with the supply of any thing under any law of the Commonwealth of Australia, or under the law of any State or Territory including a tax of the type contemplated in the A New Tax System (Goods and Services Tax) Act 1999.
- 1.1.11 **"I" and "me"** means the Mortgagor(s) named in this Mortgage and includes:
 - 1.1.11.1 if I am an individual, my personal representatives; or
 - 1.1.11.2 if I am a company, my successors.

- 1.1.11.3 If there is more than one Mortgagor, "I" and "me" mean each of them separately and every two or more of them jointly and they are jointly and severally liable to the Credit Provider.
- 1.1.12 **"Information Field Compliant"** means that all systems, applications and embedded chips used in, or in conjunction with, the Goods will correctly recognise and process information regardless of the number of digits or characters, or method, used to record the information.
- 1.1.13 **"Intermediary"** means any Dealer who carries on a business dealing with goods of the kind that are subject to this Mortgage, Financial Broker, the Credit Provider representative or any other third party acceptable to the Credit Provider who has introduced me to the Credit Provider, or the Credit Provider to me.
- 1.1.14 **"Monthly Actuarial Basis"** means the method under which interest is calculated on monthly outstanding balances. Monthly outstanding balances are calculated by applying instalments first to accrued interest and then in reduction of the Principal Sum. If the amount of an instalment is less than the amount of interest accrued on the due date of the instalment, the amount of the deficiency is added to the outstanding balance of the Principal Sum.
- 1.1.15 The **"Next Calculation Date"** means, in the case of an early completion or termination, the date one month after the early completion or termination or one month after the date of the sale of the Goods, whichever is the earlier.
- 1.1.16 **"Origination Fee"** means a fee that an Intermediary may charge me, in accordance with the terms of the agreement that is between me and the Intermediary.
- 1.1.17 **"PPSA"** means the Personal Property Securities Act 2009 (Cth).
- 1.1.18 **"Principal Sum"** is the amount stated as the Principal Sum in the Table and each and all sums of money in which I may now or in the future be liable or contingently liable to pay to the Credit Provider on any account whatsoever.
- 1.1.19 **"Recoverable Amount"** is the total amount repayable set out in the Table and all other moneys payable under this Mortgage (including accrued default interest, any Early Payment Loss, prepayment costs and losses, and repossession, storage, maintenance and selling expenses), less:
- 1.1.19.1 all money received by the Credit Provider by way of instalments;
- 1.1.19.2 a rebate of the total amount of interest, calculated in accordance with clause 12; and
- 1.1.19.3 any money received by the Credit Provider in accordance with clause 4.
- 1.1.20 **"Security Interest"** includes any security interest under the PPSA, mortgage, pledge, lien, charge, hypothecation, trust arrangement, title retention arrangement or other security interest or encumbrance.
- 1.1.21 **"Table"** means the document that forms part of this Mortgage detailing the description of the Goods, amount payable, and any other terms or conditions that may apply to this Mortgage and also includes any annexure to the Table.
- 1.1.21 **"this Mortgage"** means the agreement constituted by these Terms and Conditions, the Chattel Mortgage and the Table.

2. ACCEPTANCE

- 2.1 The payment by the Credit Provider of any amount of the Principal Sum will constitute a binding acceptance of my offer without notice to me. The resulting agreement will be deemed to have been made on the earliest date on which the Credit Provider pays any amount of the Principal Sum (the date is the Disbursement Date).
- 2.2 I assent to the Credit Provider paying any commission, fee or other remuneration to any Intermediary who may introduce me to the Credit Provider or the Credit Provider to me.
- 2.3 If I make a payment to the Intermediary named in this Mortgage relating to any duty, fees, charges or instalment as required under this Mortgage and in particular clause 7, I authorize the Intermediary to accept payment and to account to the Credit Provider for the amount that I have paid.
- 2.4 Business purpose: I agree that I will use the Principal Sum loaned to me wholly or predominantly for business purposes.

3. PRINCIPAL SUM AND ITS DISBURSEMENT

- 3.1 I authorise the Credit Provider to disburse the Principal Sum by payment to respective payees as directed by me. I agree that the Credit Provider may, in its discretion, deduct and retain or pay (as the case may be) from the Principal Sum, amounts in satisfaction or reduction of any stamp duty, registration fees, Establishment Fee, Cash/Cheque Payment Charge or government charges, and any amounts required to obtain title to the Goods or to protect the Credit Provider's interests as Mortgagee of the Goods.

4. PAYMENT

4.1 I agree that:

- 4.1.1 I will repay to the Credit Provider the Principal Sum and pay the total amount of interest stated in the Table by the instalments stated in the Table. The total amount of interest stated in the Table has been calculated using the actuarial method. The rate of interest used in that calculation is the Contract Rate. The actuarial method assumes that the instalments stated in the Table will be paid on the respective dates on which they fall due and that the whole of the Principal Sum will be advanced on the Disbursement Date. My instalments have been calculated inclusive of interest. Interest will be payable on the due date for each instalment, irrespective of whether I make my instalment payment on the due date;
- 4.1.2 if I fail to make an instalment payment or other payment on time, I will be charged additional interest on the amount due but unpaid by me calculated on a daily basis, using the Contract Rate. This additional interest must be paid whenever the Credit Provider tells me. Any unpaid additional interest may be added to the overdue amount if the Credit Provider decides. If unpaid additional interest is added, I must pay additional interest on it as well;
- 4.1.3 all payments will be made free and clear of exchange or any State or Federal Government stamp duty or duty on receipts. The Credit Provider may, in its discretion, deduct any such duty paid or payable by the Credit Provider from the amount of any instalment. The balance, net after such deduction, will be applied initially to enforcement expenses, then to any outstanding fees or charges payable under this Mortgage, then to default interest and then to instalments as provided for in clause 4.1.1 above. Enforcement expenses will include the amount of expenses incurred by the Credit Provider in collecting any payment in arrears;
- 4.1.4 if I owe the Credit Provider money under any other contract and I make a payment to the Credit Provider which is insufficient to satisfy the repayment requirements of each contract, unless I specify to which contracts and in which proportions the payment is to be applied, the Credit Provider may appropriate such payment to my contracts in proportions and at times that the Credit Provider reasonably thinks fit, provided the Credit Provider has first used reasonable endeavours to seek instructions from me as to how the payment should be applied;
- 4.1.5 where an instalment falls due for payment on the 29th, 30th or 31st day of a month which does not contain such a date, that instalment will fall due on the last day of that month;
- 4.1.6 all money will be paid to the Credit Provider at the Credit Provider's address disclosed in the Table or any other address that the Credit Provider nominates to me. Unless paid by an Approved Direct Payment Method, each payment must be accompanied by details sufficient to identify the contract. No cheque, promissory note, negotiable instrument or bank order received by the Credit Provider will be regarded as payment until the funds have been cleared; and
- 4.1.7 if I elect to pay to the Credit Provider the total amount repayable and fulfill my other obligations to the Credit Provider before the expiration of the full period of this Mortgage, I will be entitled to a rebate of interest calculated in accordance with clause 12 but I will be liable to pay the Credit Provider any Early Payment Loss and prepayment costs and losses calculated in accordance with clause 7.6 and 7.7.
- 4.1.8 The Credit Provider will provide me with statements of account for this Mortgage every 12 months. The Credit Provider may provide me with statements of account electronically.

Warning: If you prepay part or all of the Recoverable Amount on this Mortgage, the amount of costs or losses may be significant, particularly in the case of fixed rate facilities. If you wish to prepay part or all of the Recoverable Amount, you should discuss it with the Credit Provider first and the Credit Provider can calculate the costs or losses that you would have to pay if you made the prepayment. This will help you to decide whether you want to go ahead with the prepayment.

5. ANTI-MONEY LAUNDERING

- 5.1 I agree that the Credit Provider may delay, block or refuse to process any transaction without incurring any liability if the Credit Provider suspects that:
 - 5.1.1 the transaction may breach any laws or regulations in Australia or any other country;
 - 5.1.2 the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
 - 5.1.3 the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

- 5.2 I must provide all information to the Credit Provider which the Credit Provider reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic trade sanctions risk or to comply with any laws or regulations in Australia or any other country. I agree that the Credit Provider may disclose any information concerning me to any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere.
- 5.3 Unless I have disclosed that I am acting in a trustee capacity or on behalf of another party, I warrant that I am acting on my own behalf in entering into this agreement.
- 5.4 I declare and undertake to the Credit Provider that the processing of any transaction by the Credit Provider in accordance with my instructions will not breach any laws or regulations in Australia or any other country.

6. INSURANCE

- 6.1 I will insure the Goods and keep them insured at all times during this Mortgage, with a licensed insurer under an enforceable policy for an amount equal to the full insurable value of the Goods against fire, accident and theft and such other risks as the Credit Provider may require. The policy will be in my name as owner and in the Credit Provider's name as mortgagee. It will be subject to such terms, conditions and exceptions as the Credit Provider would require, as if the Credit Provider was arranging the insurance. I request that the Credit Provider pay the amount of insurance premium (if any) as set out in the Table to the insurer but agree that the Credit Provider's obligations shall be limited only to the remittance of such moneys as I have directed.
- 6.2 I will pay all insurance premiums payable and produce proof of payment to the Credit Provider on demand. I will prevent the Goods from being used, kept, located or dealt with in any manner which would permit the insurer to decline a claim, whether under any condition or exclusion contained in the insurance policy or otherwise.
- 6.3 (a) I agree that the Credit Provider will be entitled to receive all moneys payable to me and/or the Credit Provider by an insurer under the relevant policy or by any other person in respect of partial or total damage to or loss of the Goods.
- (b) The Credit Provider may, at its discretion, apply some or all insurance or other moneys received by the Credit Provider in respect of this clause towards reinstating or replacing the Goods or towards satisfaction of any amount secured by a mortgage over the Goods.
- (c) The Credit Provider must pay any surplus insurance proceeds (after applying them in accordance with clause 6.3(b) to me.

7. FEES AND GOVERNMENT CHARGES

- 7.1 I agree to indemnify the Credit Provider in respect of all stamp duty, duty on receipts or any other State or Federal government fees and charges paid by the Credit Provider or payable now or in the future in respect of this Mortgage or this transaction, other than to the extent that any amount is paid or is payable due to the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Creditor Provider over the Goods mortgaged under this Mortgage.
- 7.2 I agree to pay the Credit Provider the Establishment Fee and any Cash/Cheque Payment Charge stated in the Table by the Disbursement Date. If, after the Disbursement Date, I cease to make repayments under this Mortgage by an Approved Direct Payment Method I will then pay the Credit Provider a Cash/Cheque Payment Charge in the amount stated in the Table, or as later varied by the Credit Provider and applicable at the relevant time.
- 7.3 I agree to pay the Credit Provider the fees or charges that become payable by me under this Mortgage.
- 7.4 In addition to any fees or charges that are separately provided for in this Mortgage, the following fees and charges may become payable by me when charged by the Credit Provider during the term of this Mortgage:
- 7.4.1 an administration charge of \$5 will be charged; pro-rata as part of repayments and until contract completion unless otherwise stated in the Table;
- 7.4.2 a balance review fee of \$35 will be charged for reviewing or ensuring the correctness of your account where a payment to the account has been dishonoured or may otherwise be ineffective;
- 7.4.3 a late payment fee of \$35 will be charged if the whole or any part of an instalment has remained unpaid for seven (7) days and the Credit Provider then incurs administrative costs in reviewing whether to continue to allow me to receive the benefit of this Mortgage or to recover the Recoverable Amount;
- 7.4.4 an instruction fee of \$104 will be charged if the Credit Provider elects to instruct agents to retake possession of the Goods when exercising its powers under this Mortgage;
- 7.4.5 an administrative fee of \$35 will be charged to meet the Credit Provider's internal costs incurred whenever the Credit Provider:
- 7.4.5.1 prepares and sends me a late payment notice or the like; or

- 7.4.5.2 instructs or retains an external agent (to do something other than retaking possession of the Goods), and where I am in default under this Mortgage;
- 7.5 a variation fee of \$250 will be charged each time I request the Credit Provider to vary the terms of this Mortgage;
- 7.6 the amount of any Early Payment Loss, as calculated in accordance with clause 1.1.7, and
- 7.7 upon any early termination of this Mortgage or any pre-payment of the total amount repayable, a pre-determination fee comprising of:
 - 7.7.1 the Credit Provider's average administrative costs of that early termination or prepayment, plus
 - 7.7.2 the unrecouped portions of its average administrative costs of accepting this offer, plus
 - 7.7.3 the unrecouped portion of the cost of any commission, fee or any remuneration paid to any intermediary that is not otherwise recoverable by the Credit Provider. I acknowledge that any such amounts paid by the Credit Provider were paid in the expectation that this Mortgage would run for the entire contracted term and if it does not the Credit Provider will suffer a loss. Where all or part of such payments made by the Credit Provider are not directly attributable to this Mortgage (for example, if it was calculated by reference to the dollar amount of all business referred to the Credit Provider over a particular period) the Credit Provider may average that portion to calculate its loss. I acknowledge that any such intermediary is not the Credit Provider's agent and I agree to the payment by the Credit Provider of a commission, fee or other remuneration to that intermediary should it choose to do so.
- 7.8 The Credit Provider may, at any time and from time to time, waive on conditions its rights to receive fees under clause 7. If we do not, for any reason, collect a fee or charge to which we are entitled, we have not waived our rights to collect the fee or charge for future transactions of the same nature.
- 7.9 Information on current standard fees, charges and any interest rates is available on request.

8. MORTGAGE COVENANTS

- 8.1 I covenant and agree with the Credit Provider as follows:
 - 8.1.1 In the event of legal title to all or any of the Goods not having vested in me at or prior to the execution of this Mortgage, I will acquire the legal title and possession of the Goods free from all Security Interests. The legal title to the Goods will, at or after the acquisition by me, vest in the Credit Provider as Mortgagee when I use the Goods or when I make any payment to the Credit Provider, whichever occurs first.
 - 8.1.2 I must satisfy myself as to the quality, suitability, safety and fitness for purpose of the Goods, including (but not limited to) the extent to which they are Information Field Compliant. To the extent permitted by law, I indemnify the Credit Provider against all reasonable costs or losses suffered or incurred by the Credit Provider or claimed by any person relating to the Goods or their use, other than to the extent that the loss is due to the negligence, fraud or wilful default of the Credit Provider or its employees, officers, contractors, agents or any receiver appointed by the Credit Provider over the Goods mortgaged under this Mortgage.
 - 8.1.3 I will:
 - 8.1.3.1 maintain and keep the Goods in good order, condition and repair, normal wear and tear excepted. However, in the event of the Goods being damaged or in need of service, repair or refurbishment, I will have the Goods repaired and/or serviced and/or refurbished and I will ensure that no Security Interest in favour of a person who conducted the repairs or service will arise under any circumstances. I do not have nor am I deemed to have any authority to pledge the Credit Provider's credit or create a Security Interest over the Goods for any reason;
 - 8.1.3.2 notify the Credit Provider in writing immediately upon the loss of or any damage to the Goods, however caused;
 - 8.1.3.3 comply with all requirements of law relating to the Goods or their possession or use. If the goods are capable of being registered, I will register the Goods and ensure that third party Insurance relating to the Goods is paid;
 - 8.1.3.4 not conceal the Goods or refuse to disclose their whereabouts nor part with personal possession or control of the Goods without the Credit Provider's consent in writing nor alter them or any identifying number or mark;
 - 8.1.3.5 not, without the prior written consent of the Credit Provider, sell, hire, bail, lease, dispose or create or permit the creation of any Security Interest in the Goods or any of them nor attempt to do any of these things;

- 8.1.3.6 allow the Credit Provider to fix identifying plates or marks on or to the Goods for any purpose (including advising of the Credit Provider's Security Interest in the Goods and prohibiting any dealing in the Goods) and I agree to provide the Credit Provider with access to the Goods to enable the Credit Provider to do this);
 - 8.1.3.7 not, without the prior written consent of the Credit Provider, change the usual location of the Goods. I will also produce the Goods for inspection or test on request by the Credit Provider;
 - 8.1.3.8 prior to any change of address, promptly notify the Credit Provider in writing of my proposed new address;
 - 8.1.3.9 irrevocably authorise the Credit Provider, in its discretion, to use my name and act for me in exercising any of the Credit Provider's or my rights or in starting, carrying on or enforcing any legal proceedings which the Credit Provider may think desirable to protect its rights in the Goods;
 - 8.1.3.10 without limiting clause 10, pay the Credit Provider on demand its expenses of and incidental to the stamping, lodging, registration and discharge of this Mortgage and in the recording of the Credit Provider's interest as Mortgagee under any relevant law. I will repay to the Credit Provider on demand any amount which the Credit Provider may pay to make good any failure by me to comply with any obligation contained in this Mortgage, or which the Credit Provider may incur in the enforcement of this Mortgage. The Credit Provider may, if it reasonably thinks fit, remedy any default by me under this Mortgage, including any payment necessary to effect servicing repair or refurbishing of the Goods which I ought to have done under this clause. I agree to pay to the Credit Provider on demand any sum expended or incurred to make good such default, including any expenses of satisfying any Security Interest created over the Goods, together with interest thereon at the Contract Rate, calculated from the time of payment by the Credit Provider; and
 - 8.1.3.11 if the Credit Provider incurs any liability for Goods and Services Tax in relation to any supply under or in connection with this Mortgage (and that liability is not otherwise recovered under another provision of this Mortgage), reimburse the Credit Provider if it incurs any liability for Goods and Services Tax in relation to the net cost to the Credit Provider of that Goods and Services Tax liability by paying the net cost to the Credit Provider on demand. The net cost of that Goods and Services Tax liability will be calculated by the Credit Provider to allow for any input tax credits (and the like) to which the Credit Provider is entitled or which the Credit Provider has received in respect of this original liability of the Credit Provider for the relevant Goods and Services Tax.
- 8.1.4 I further agree that:
- 8.1.4.1 The Credit Provider, its servants and its agents may, as my agent, enter any premises where the Credit Provider believes the Goods or any of them may be located, to test, inspect or take possession of them, pursuant to the powers contained or implied in this Mortgage. I will indemnify the Credit Provider against any liability and reasonable costs it may incur in the exercise of its powers under this paragraph other than to the extent that the liability and/or cost is due to the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Credit Provider over the Goods mortgaged under this Mortgage;
 - 8.1.4.2 where any amount is payable by the Credit Provider to me under this Mortgage or in relation to the Goods, the Credit Provider may set-off partially or fully this amount in reduction of any other amount that I may owe to the Credit Provider whatsoever; and
 - 8.1.4.3 no time or other indulgence granted to me will operate as a waiver of the Credit Provider's rights (except to the extent indicated by the Credit Provider in writing) in respect of any continuous or recurring or subsequent breach by me.

9. PERSONAL PROPERTY SECURITIES ACT

- 9.1 I agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Credit Provider asks and considers necessary for the purposes of:
- 9.1.1 providing more effective security over the Goods or the security amount, or any other personal property which the Credit Provider has a Security Interest, for payment of money owing to the Credit Provider under or in connection with this Mortgage;
 - 9.1.2 ensuring that a Security Interest created under this Mortgage is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective;
 - 9.1.3 enabling the Credit Provider to apply for any registration, or give any notification, in connection with a Security Interest created under this Mortgage so that the Security Interest has the priority the Credit Provider requires;
 - 9.1.4 enabling the Credit Provider to exercise its rights in connection with the Goods;

- 9.1.5 binding me and any other person intended to be bound under this Mortgage;
 - 9.1.6 enabling the Credit Provider to obtain the consent to any Security Interest of any other person;
 - 9.1.7 enabling the Credit Provider to register the power of attorney in clause 13 or a similar power; or
 - 9.1.8 showing whether I am complying with this Mortgage.
- 9.2 If:
- 9.2.1 I hold any Security Interest for the purposes of the PPSA and if my failure to perfect such Security Interest would materially adversely affect my business or the Credit Provider's Security Interest over the Goods; or
 - 9.2.2 a Security Interest in my favour arises over the Goods (whether or not as a result of a breach by me under this Mortgage).
I agree to implement, maintain and comply in all material respects with, procedures for the perfection of those Security Interests. These procedures must include procedures designed to ensure that I take all reasonable steps under the PPSA to continuously perfect any such Security Interest including all steps reasonably necessary:
 - 9.2.3 for me to obtain, the highest ranking priority possible in respect of the Security Interest (such as perfecting a purchase money Security Interest or perfecting a Security Interest by control); and
 - 9.2.4 to reduce as far as possible the risk of a third party acquiring an interest free of the Credit Provider's Security Interest (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).
- If the Credit Provider asks, I agree to arrange at my expense an audit of the PPSA procedures. The Credit Provider may ask me to do this if it reasonably suspect that I am not complying with this clause.
- 9.3 If a Security Interest in connection with the Goods in the form of chattel paper (as defined in the PPSA) is held by me or arises in my favour (whether or not as a result of a breach by me under this Mortgage), I grant a Security Interest in the chattel paper and its proceeds (the "chattel paper") to the Credit Provider for the purposes of securing payment of any money I owe the Credit Provider under or in connection with this Mortgage. The Security Interest created by this clause is a charge and I may not transfer, dispose of or otherwise deal with the chattel paper or allow another Security Interest to exist over it. I must deposit with the Credit Provider all original documents of title comprising the chattel paper and any other documents the Credit Provider requests relating to the chattel paper.
- 9.4 The Credit Provider may at my expense apply for any registration, or give any notification, in connection with a Security Interest created under this Mortgage, and for whatever class or classes of collateral the Credit Provider thinks fit. I consent to any registration or notification by the Credit Provider, and may not make an amendment demand.
- 9.5 Everything I am required to do under this clause is at my expense. I agree to pay or reimburse the Credit Provider for the Credit Provider's reasonable costs in connection with anything I am required to do under this clause. However, the Credit Provider is not entitled to payment or reimbursement under this clause 9.5 to the extent that the cost arises from the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Credit Provider over the Goods mortgaged under this Mortgage.
- 9.6 I agree to notify the Credit Provider in writing of any change in my name at least 14 days before I propose to change my name.
- 9.7 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence of or contents of this Mortgage) except:
- 9.7.1 to any person in connection with an exercise of rights or a dealing with rights or obligations under this Mortgage (including preparatory steps such as negotiating with any potential assignee of the Credit Provider's rights or other person who is considering contracting with the Credit Provider or a receiver in connection with this Mortgage);
 - 9.7.2 to each parties' officers, employees, legal and other advisers and auditors;
 - 9.7.3 to any party to this Mortgage or any related entity of any party to this Mortgage, provided the recipient agrees to act consistently with this sub-clause (7);
 - 9.7.4 with the non-disclosing party's consent (not to be unreasonably withheld);
 - 9.7.5 any disclosure the disclosing party reasonably believes is required by any law or stock exchange (except this paragraph does not permit the Credit Provider to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).
- 9.8 I agree that the Credit Provider may complete and fill any blanks in this Mortgage or a document connected with it (such as Corporations Act forms, financing statements, financing change statements or transfers for the Goods).

- 9.9 I agree that to the extent that the law permits them to be excluded by agreement:
- 9.9.1 if chapter 4 of the PPSA applies, sections 142 and 143 of the PPSA are excluded and the Credit Provider need not comply with any of the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to me by the Credit Provider; and
 - 9.9.2 neither the Credit Provider nor any receiver need give any other notice required under any provision of the PPSA (except section 135).
- This clause applies despite any other clause in this Mortgage.

10. DEFAULT

- 10.1 I will be in default if:
- 10.1.1 I fail to pay any amount that is due and payable under this Mortgage within 2 Business Days of its due date;
 - 10.1.2 a representation, undertaking or statement or any information I have given to the Credit Provider in connection with this Mortgage is materially incorrect or misleading when made or given;
 - 10.1.3 the Credit Provider is notified by a statutory or law enforcement authority that I have been involved in an illegal activity;
 - 10.1.4 I go into administration, liquidation, receivership or commit an act of bankruptcy;
 - 10.1.5 all or a material part of my property is repossessed or seized, or a judgement is obtained against me allowing a person to repossess or seize such property;
 - 10.1.6 I lose a licence or permit that is needed to conduct or operate my business;
 - 10.1.7 I fail to maintain the insurance I am required to have under this Mortgage;
 - 10.1.8 (a) there is a change in my legal status, the capacity in which I have entered into this Mortgage or my composition (for example, a change in the partners making up a partnership) in each case without the Credit Provider's prior written consent; or
(b) if I am an individual, I die or become subject to legal incapacity;
 - 10.1.9 in the Credit Provider's reasonable opinion, the funds provided by the Credit Provider under this Mortgage are used for a purpose that was not permitted under the terms of this Mortgage or otherwise approved by the Credit Provider; or
 - 10.1.10 the Goods are dealt with in breach of this Mortgage, unless the Credit Provider has given its prior written consent to that dealing.
- 10.2 If a default event:
- 10.2.1 set out in clause 10.1.1 occurs and the additional requirement in this clause 10.2.1 has been met, the Credit Provider may, by written notice to me, exercise its Default Rights (defined below). The additional requirement is that either:
 - 10.2.1.1 if the Credit Provider demands that I pay all or part of any money that I owe under this Mortgage, then the payment date that the Credit Provider tells me will be at least 30 days after the Credit Provider gives me the demand; or
 - 10.2.1.2 the Credit Provider will not exercise its Default Rights under clause 10.3 unless the Credit Provider first gives me 30 days' notice.

In each case the Credit Provider can give me a shorter notice period, or no notice at all, if it is reasonable for the Credit Provider to do this to manage a material and immediate risk relating to the nature of the default, my circumstances, or the value of the Goods.

If I fix the failure to pay during the period set out in the Credit Provider's demand or notice, and no other failure to pay has arisen, then the Credit Provider will not enforce the terms of its demand or it will not exercise its Default Rights after I fix it; or
 - 10.2.2 set out in clauses 10.1.2 to 10.1.10 occurs, and any additional requirements in this clause 10.2.2 have been met, the Credit Provider may, by written notice to me, exercise its Default Rights. The additional requirements are:
 - 10.2.2.1 The Credit Provider may only exercise its Default Rights if the default event is by its nature material, or the Credit Provider reasonably considers the event has had, or is likely to have, a material impact on:
 - (a) my ability to meet my financial obligations to the Credit Provider (or its ability to assess this);

- (b) the Credit Provider's security risk (or its ability to assess this);
- (c) the Credit Provider's legal or reputational risk where a default event under clause 10.1.2, 10.1.3 or 10.1.9 has occurred; and

10.2.2.2 If the default event can be fixed, the Credit Provider will give me a notice setting out the default and how long I have to fix it. The Credit Provider will usually give me 30 days to fix it. However the Credit Provider can give me a shorter period if it is reasonable for it to do this to manage a material and immediate risk relating to the nature of the default, my circumstances, or the value of the Goods.

If I fix the default during the period set out in the notice, and no other default of the same type has arisen, then the Credit Provider will not exercise its Default Rights.

10.3 When it is entitled to under clause 10.2, the Credit Provider may do any of the following, each a "Default Right" and together, the "Default Rights":

- 10.3.1 notify me that the Recoverable Amount is due immediately, in which case I must pay it immediately;
- 10.3.2 notify me that the Recoverable Amount will be due immediately upon the Credit Provider making a demand for payment, in which case I must pay it to the Credit Provider immediately on demand; or
- 10.3.3 exercise the powers mentioned in clause 11 and clause 14.1.

In some cases the Credit Provider's exercise of its Default Rights may be restricted by law. In addition, where the Credit Provider exercises its Default Rights, a law or industry code (such as the Banking Code of Practice) may require a minimum notice period or a particular delivery method to be given. If they do, then the Credit Provider will use the method and give me at least the notice they require.

11. POWER OF SALE

11.1 The powers referred to in clause 10 include those set out in clauses 11.1.1 to 11.1.5 below, together with any implied or express statutory powers in favour of a mortgagee of goods. In particular, the Credit Provider's powers will include the power:

- 11.1.1 to seize and take possession of all or any part of the Goods without my prior consent;
- 11.1.2 either with or without seizing the Goods and without notice to me, to sell or dispose of part or all of the Goods, at auction or by private treaty (including disposal to or through traders dealing in goods of a like description), either in one lot or several lots at one or different times and either for cash or on terms and on any terms and conditions the Credit Provider (acting reasonably) considers necessary and appropriate;
- 11.1.3 to give valid discharges for purchase moneys and other consideration payable in respect of the disposal of the Goods. No such sale or disposal will be impeachable on the ground that the sale was not authorised or that any notice was not given. No purchaser will be obliged to see or enquire whether a sale or disposal has been authorised or that the power is otherwise properly and regularly exercised;
- 11.1.4 to execute any transfer, assignment or other instrument which the Credit Provider considers necessary to give effect to any such sale or disposal of the Goods; and
- 11.1.5 to apply money arising from any sale or disposal of the Goods toward the costs of selling or disposing of the Goods, then to the Recoverable Amount. If there is any residue, the Credit Provider will pay it to me.

12. REBATE OF INTEREST

12.1 The rebate of interest referred to in clause 4 of this Mortgage will be an amount equal to:

- 12.1.1 where no part of Section 2 of the Table has been completed, the total amount of interest stated in the Table multiplied by the sum of all the whole numbers from 1 to the number of complete months in the period of this Mortgage still to go (at the Next Calculation Date) and divided by the sum of all of the whole numbers from 1 to the total number of complete months in the total period of this Mortgage; or
- 12.1.2 where any part of Section 2 of the Table has been completed, the amount of interest attributable on a Monthly Actuarial Basis to the period of this Mortgage still to go after the Next Calculation Date.

13. POWER OF ATTORNEY

13.1 For valuable consideration and to secure each and every proprietary interest of the Credit Provider and the performance of each and every obligation owed to the Credit Provider under this Mortgage, I irrevocably grant and give power to and irrevocably appoint the Credit Provider as my true and lawful attorney (with the power from time to time to appoint and remove a substitute or substitutes) while any money remains secured or agreed to be secured under this Mortgage.

Possession of this Mortgage or a duplicate hereof will be conclusive evidence of the powers granted to the Credit Provider under this clause. The Credit Provider may, in my name or jointly in my and the Credit Provider's names, do any one or more of the following acts matters or things, namely:

- 13.1.1 do any act or execute any deed or other document relating to the exercise of any of the express or implied powers contained in this Mortgage, including to perfect the Credit Provider's title to the Goods or to further assure the Goods to the Credit Provider;
- 13.1.2 do any matter, act or thing which I should do or should have done under this Mortgage;
- 13.1.3 conduct any legal proceedings or disputes with any person claiming any interest in some or all of the Goods, or in connection with any insurance or other money which the Credit Provider is authorised to receive, including the giving of effectual receipts and releases relating to or affecting the Goods; and
- 13.1.4 apply for and obtain any data or information of any kind relating to the Goods, their registration or location from any body authority or corporation (whether the same be public or private or State or Federal) to the same extent as if I were applying for or obtaining the information personally.

14. ADDITIONAL CONDITIONS

- 14.1 This Mortgage incorporates, in favour of the Credit Provider, all powers ("statutory powers") implied by law in favour of a mortgagee and the covenants implied in a conveyance by way of mortgage by a person who conveys and is expressed to convey as beneficial owner under an Act or Ordinance of the State or Territory of Australia in which this instrument is executed by me as if this instrument were executed as a deed of conveyance by me as beneficial owner and incorporated such powers and covenants at length, but so that such powers will, to the maximum extent permitted by that Act or Ordinance, be extended in such a manner as to be no less ample than the express powers contained in this Mortgage.
- 14.2 If I am a trustee of any trust, I am liable under this Mortgage both personally and as trustee of the trust. A reference to me is a reference to me in my personal capacity and also in my capacity as trustee of each trust. I confirm that I am authorised, by the terms of the trust deed and by the beneficiaries of the trust, to borrow money and to give a Security Interest over the assets of the trust to secure any payments to the Credit Provider.
- 14.3 This Mortgage is governed by the law in force in the place where the first Mortgagor resides as at the date of this Mortgage. I agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law of that place, and the law of the Commonwealth of Australia, if applicable.
- 14.4 Any proceedings in respect of any cause of action arising under this Mortgage may be instituted, heard and determined in a Court of competent jurisdiction in the capital city of the State or Territory of my address shown in this Mortgage. It is agreed that such Court will possess territorial jurisdiction to hear and determine any such proceeding.
- 14.5 If there is more than one of us, then, if the Credit Provider deals with any one of us, it will be taken to have dealt with all of us.

15. USE OF COMMERCIAL CREDIT INFORMATION

- 15.1 I agree that the Credit Provider and Esanda Finance Corporation Limited may obtain from each other information about my commercial activities and commercial credit worthiness.

16. VARIATIONS AND CHANGES

16.1 Changes to fees, interest and payments

The Credit Provider may, from time to time, make any of the changes to the terms and conditions applicable to this Mortgage set out in the table below. The table below also sets out how and when the Credit Provider will notify me of these changes.

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice
Change how interest is calculated	In writing	30 days
Change the frequency with which interest is debited or credited	In writing	30 days
Introduce a new fee or charge (other than a government fee or charge)	In writing	30 days
Change an existing fee or charge (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days, or less if favourable to me

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice
Change how fees or charges are calculated, or the frequency of, or payment date for, fees or charges (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days
Change the available payment methods	In writing or by advertising in the local or national media	30 days
Change how repayments are calculated, or the amount of, frequency of, or payment date for, repayments	In writing or by advertising in the local or national media	30 days, or less if favourable to me
Introduce or change a government fee or charge	In writing or by advertising in the local or national media	Day of change (unless published by a government, government agency or representative body)
Changes that are administrative or correct a mistake, inconsistency or omission	In writing	30 days

The changes in the table set out above, other than a change that is administrative or to correct a mistake, inconsistency or omission, are changes that apply to all or a class of customers for a contract like mine, or to a class of customers like me. Where a change is administrative or to correct a mistake, inconsistency or omission, that change can be made for an individual customer.

16.2 Changes to other terms

The Credit Provider may also from time to time make any of the following changes to the terms and conditions applicable to this Mortgage set out in the table below. The table below also sets out how and when the Credit Provider will notify me of these changes.

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice
Changes reflecting the Credit Provider's business, communication or technological systems or processes.	In writing or by advertising in the local or national media.	30 days, or less if: <ul style="list-style-type: none"> • favourable to me; or • it is reasonable for the Credit Provider to manage a material and immediate risk.
Changes to comply with any law or any change in law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body.		
Changes that, in the Credit Provider's reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity.		
Changes to add, change or remove any discounts, benefits or concessions.		
Changes to simplify the terms and conditions applicable to this Mortgage.		
Changes to reflect product changes and/or improvements or to ensure that the terms and conditions applicable to this Mortgage are consistent with our operational processes.		
Changes to discontinue or replace a product, and for this purpose the Credit Provider may change my product to a different product with similar features to the discontinued or replaced product.		
Changes that are beneficial to me.		
Changes that reflect current industry or market practice or conditions.		

The changes in the table set out above are changes that apply to all or a class of customers for a contract like mine, or to a class of customers like me.

- 16.3 The rights mentioned above in each of clauses 16.1 and 16.2 should be read as if they are each a separate right even though they are set out in the one table.
- 16.4 The method and minimum time periods for notices set out in clauses 16.1 and 16.2 are subject to the following:
- 16.4.1 If any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then the Credit Provider will use the method and give me at least the notice they require.
- 16.4.2 As long as the Credit Provider is not in conflict with those laws or industry codes, the Credit Provider may also give me less notice than specified in the table if it is reasonable for the Credit Provider to manage a material and immediate risk.
- 16.5 Notwithstanding any other term of this Mortgage, the Credit Provider may not make a change under clause 16.1 or 16.2 that would increase the Credit Provider's Contract Rate in respect of this Mortgage.
- 16.6 If I do not accept the changes the Credit Provider makes to the terms and conditions under this clause 16, I may terminate this Mortgage by giving written notice to the Credit Provider and paying the Credit Provider the Recoverable Amount.

Reminder: If I terminate this Mortgage under clause 16.6, I will have to pay the Credit Provider the Recoverable Amount, which may include Early Payment Loss and a pre-determination fee payable under clauses 7.6 and 7.7. I acknowledge that I should ask the Credit Provider for an estimate of these amounts before deciding to terminate the Mortgage.

17. JOINT AND SEVERAL LIABILITY

- 17.1 If there is more than one person who is a party to this Mortgage as the Mortgagor, then each of us is liable to the Credit Provider individually under this Mortgage, as well as jointly liable with each other.

18. PRIVACY AND CONFIDENTIALITY

- 18.1 References to ANZ in the following clauses, means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and Esanda Finance Corporation Limited ABN 64 004 346 043.
- 18.2 Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).
- 18.3 I understand that ANZ will collect and use information about me during the course of my relationship with ANZ. This clause explains when and how ANZ may collect, use and disclose this information.
- 18.4 I understand that it is important that the information ANZ holds about me is up to date. I will let ANZ know when information I have provided ANZ has changed.
- 18.5 **Collection, use and disclosure of information**
- ANZ may use and disclose the information it collects about me for the following purposes:
- 18.5.1 to assist in providing information about a product or service;
- 18.5.2 to consider my request for a product or service;
- 18.5.3 to enable ANZ to provide a product or service;
- 18.5.4 to tell me about other products or services that may be of interest to me;
- 18.5.5 to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- 18.5.6 to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- 18.5.7 to consider any concerns or complaints I raise against ANZ and/or to manage any legal action involving ANZ;
- 18.5.8 to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- 18.5.9 to identify me or establish my tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- 18.5.10 as required by relevant laws, regulations, codes of practice and external payment systems.

18.6 Absence of relevant information

I understand that if I do not provide some or all of the information requested, ANZ may be unable to provide me with a product or service.

18.7 Information requirement by law etc.

I understand that ANZ may be required by relevant laws to collect certain information from me. Details of laws that require ANZ to collect information about individuals (personal information) and why these laws require ANZ to collect personal information are contained in ANZ's Privacy Policy and at www.anz.com/privacy.

18.8 Providing your information to others

18.8.1 I understand that ANZ may provide my information or other confidential information (including the terms of this Mortgage) to:

- 18.8.1.1 any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess my application for one of its products or services; manage my product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- 18.8.1.2 an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide me with products or services; and/or promote a product or service;
- 18.8.1.3 any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- 18.8.1.4 an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- 18.8.1.5 regulatory bodies, government agencies, law enforcement bodies and courts;
- 18.8.1.6 other parties ANZ is authorised or required by law to disclose information to;
- 18.8.1.7 participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- 18.8.1.8 other credit providers;
- 18.8.1.9 insurers and reinsurers;
- 18.8.1.10 my guarantor (and intending guarantors) and any person who has provided security for my loan;
- 18.8.1.11 any person who introduces me to ANZ;
- 18.8.1.12 my referee(s);
- 18.8.1.13 my employer;
- 18.8.1.14 my joint borrower(s) or account holder(s); and
- 18.8.1.15 my authorised agents; my executor, administrator or trustee in bankruptcy; my legal representative; my attorney; or anyone acting for me in connection with my account.

18.8.2 I consent to the disclosure of my personal information or other confidential information to any of these persons by ANZ where the need for such disclosure arises (except that nothing in this clause permits ANZ to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

18.8.3 If I am an individual, I understand that if I do not want ANZ to tell me about products or services, I can phone 13 23 73 to withdraw my consent.

18.8.4 I understand that ANZ may disclose my information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. I can find details about the location of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy.

18.9 Credit reporting

I consent to ANZ obtaining information about my credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. I agree that ANZ may also disclose my information to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose my personal information to them to include in a report about my credit worthiness, and how I can request credit reporting bodies not use my information in certain circumstances, is available at www.anz.com/privacy. A hard copy of this information is available by calling 13 23 73 or visiting any ANZ branch for a copy of ANZ's Privacy Policy.

18.10 **ANZ's Privacy Policy**

I understand that ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

18.10.1 the circumstances in which ANZ may collect my personal information from other sources (including from a third party);

18.10.2 how I can access my personal information and seek correction of my personal information; and

18.10.3 how I can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

18.11 **Collecting sensitive information**

I understand that ANZ will not collect sensitive information about me, such as information about my health, without my consent.

18.12 **Personal information you provide about someone else**

If I give ANZ personal information about someone else, I will show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with my dealings with ANZ.

19. **APPLICATION OF THE BANKING CODE OF PRACTICE**

19.1 If I am an individual or small business (as defined in the Banking Code of Practice) the Credit Provider is bound by the Banking Code of Practice when it provides its products and services to me.

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to the Credit Provider.

20. **NOTICES**

20.1 The Credit Provider can send a written notice, or demand for payment to me by sending it by post, facsimile or similar facility to my residential or business address or by leaving it at that address. The Credit Provider can use the last known address it has recorded for me. If I change my name or address, I must let the Credit Provider know as soon as possible. If there is more than one person who is a party to this Mortgage as the Mortgagor, any notice, or demand will be given to each of us at our residential or business address. Where expressly permitted by this Mortgage, the Credit Provider may give me a notice by press advertisement.

20.2 A notice, or demand from the Credit Provider will be considered to have been received by me:

20.2.1 if left at my address, on the date delivered or the date it bears, whichever is the later;

20.2.2 if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later;

20.2.3 if sent by facsimile or other electronic means, on the date the transmitting machine reports it was sent, whichever is the later; and

20.2.4 if given by press advertisement, on the date the press advertisement is first published.

20.3 A demand for payment can be signed by any officer of the Credit Provider, or any agent authorised by an officer of the Credit Provider. Any other form of notice need not be signed, unless the law requires it.

21. **TRANSFER OF THE CREDIT PROVIDER'S RIGHTS**

21.1 The Credit Provider may, without telling me or obtaining my consent:

21.1.1 assign any of its rights under this Mortgage; and

21.1.2 give information about this Mortgage and my obligations under this Mortgage to any assignee of the Credit Provider's rights under this Mortgage, or anyone who is considering becoming an assignee.

22. **COMPLAINTS AND DISPUTE RESOLUTION**

If the Credit Provider makes a mistake, or its service does not meet my expectations, I should inform the Credit Provider by visiting my local branch, ringing the contact centre on 13 13 14 or following the complaints procedure on the Credit Provider's website at anz.com/your-feedback.

23. IF I MEET FINANCIAL DIFFICULTY

I understand that I should inform the Credit Provider as soon as possible if I am in financial difficulty. In such a situation, I can request that the Credit Provider try to help me overcome any financial difficulties I may have in meeting my obligations under this Mortgage. The Credit Provider may, for example, be willing to discuss or agree to a new repayment plan.

24. PROVISIONS PROHIBITED OR UNENFORCEABLE

If a provision of this Mortgage is prohibited or unenforceable, then it is only ineffective to the extent that it is prohibited or unenforceable. This does not invalidate any other provision of this Mortgage.