



## Secured Consumer Loan Contract

Details Schedule

Application Number:

This *details schedule* does not contain all the terms of *your loan contract* or all of the information which *we* are required by law to give *you* before the *loan contract* is made. Other information is contained in the attached Secured Consumer Loan Contract Terms and Conditions. They should be read together as together they form the precontractual statement and *loan contract*.

Words printed *like this* are explained in 11 of the terms and conditions.

**BORROWER:**

Full Name

Address

**Disclosure Date:** The information in this *details schedule* is current as at .

**FINANCIAL TABLE**

**Amount of Credit**

**Payable to:**

Dlr No

John Deere Financial Limited for Establishment Fee

**Total Amount of Credit**

*You* direct us to pay or send, by any means, the *amount of credit* as detailed above.

**Annual Percentage Rate**

The *annual percentage rate* for the *loan term* is fixed at %.

**Calculation of interest charges**

The maximum *interest free period* is for **months** (Dealer) plus months (Head Office) starting from (and including) the *disclosure date*. This does not apply to any default interest *payable* under this *loan contract*.

**Total Amount of Interest Charges Payable**

**Loan Term**

The *loan term* is months starting from (and including) the *settlement date*.

**End Date**

The *end date* is .

**Repayments**

**Note:** the figures and amounts disclosed are based on assumptions *including* that repayments will be made in time and that fees and charges will not change after the *disclosure date*. *You* should, however, be aware that these matters are subject to change as described at the end of this Financial Table and if *you* make any late repayments, the *total amount owing* will increase due to increased interest charges.

No of Repayment/s	Repayment Amount	First Due Date of Repayment	Last Due Date of Repayment
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All repayments are due on the same date during the *loan term* unless that date is the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a month that does not have that date in which case the repayment is due on the last day of the month. The last repayment is *payable* on the *end date*.

If the repayment is due on a day that is not a *business day* the repayment is due on the next *business day*.

The total number of repayments *payable including* the first repayment under this *contract*:



Total amount of repayments:

**Credit Fees and Charges Payable To Us**

**Summary of Fees and Charges**

These credit fees and charges are payable by the settlement date and are included in the amount of credit.

Establishment Fee - payable for processing your application and establishing your loan

Total included in the amount of credit

Credit fees and charges which may become payable in connection with the contract.

Dishonoured repayment fee - when a repayment is dishonoured. \$10.00 per dishonour

These credit fees and charges may be payable during the loan term in the circumstances indicated after the settlement date and are not included in the amount of credit.

**NOTE**

Under this contract:

- how we calculate, and how often we debit, interest charges; or
  - the length of the interest free period; or
  - the amount of total interest charges, the amount, number, frequency or timing of repayments; or
  - the amount, frequency, or timing of credit fees and charges, with the exception of any early termination fee,
- may be all changed without your consent.

We may also introduce new fees and charges.

The annual percentage rate will not change after the disclosure date. We will give you 20 days prior notice in writing of these changes unless the change reduces your obligations or extends the time for payment, in which case we will give you notice in writing of the change before it takes effect.

**NOTE**

If you are not happy with the change made by us to the contract, you may wish to exercise your rights under the National Credit Code to pay out the contract at any time, provided you pay the total amount owing to us at that time.

**Default Rate**

The default rate is % p.a.

**Enforcement Expenses**

Enforcement expenses may become payable under the contract or other security in the event of a breach.

**COMMISSION:**

We pay the following commissions for the introduction of credit business and we receive the following commissions for the introduction of business financed by this contract:

<b>Paid By</b>	<b>Paid to</b>	<b>Amount (if ascertainable)</b>
John Deere Financial Limited		\$0.00
<b>Subsidy Paid by</b>	<b>Subsidy Paid to</b>	<b>Subsidy Amount</b>
John Deere Limited	John Deere Financial Limited	Unascertainable
	John Deere Financial Limited	Unascertainable
<b>Dealer Reserve Paid by</b>	<b>Dealer Reserve Paid to</b>	<b>Dealer Reserve Amount</b>
John Deere Limited	John Deere Financial Limited	\$0.00



**Commission Note**

You consent to *us* giving to or receiving from any broker, agent, dealer or other *person* who introduces *you* to *us* or *us* to *you*, commission, fees or other monetary or non-monetary rewards whether or not out of money paid by *you* under this *contract*.

If the amount of commission is not ascertainable, *we* may give brokers, agents, dealers or any other introducer monetary or non-monetary rewards based on the volume and value of introductions they give *us* and in calculating the volume and value of introductions *we* will take this *contract* (including the *annual percentage rate* under this *contract*) into account.

<b>SECURITIES:</b>
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*We* require a *security interest* over *the property*, if any, listed below.

**Dealer/Supplier:**

New/Used	Make	Model
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Registration No:	Engine No:	VIN /Chassis No/Serial No:
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**Accessory Details:****Place where goods are used or ordinarily kept:**

*We* may remove *the property* in accordance with the *mortgage*.

<b>OFFER FROM JOHN DEERE FINANCIAL LIMITED:</b>
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1. John Deere Financial Limited (ACN 078 714 646) ("**John Deere Financial**") offers to lend *you* the *amount of credit* on the terms and conditions set out in this *details schedule* and the attached Secured Consumer Loan Contract Terms and Conditions.
2. This offer is conditional on *you* satisfying the requirements set out in 1.2 of the Secured Consumer Loan Contract Terms and Conditions.
3. To accept the offer *you* must sign and date this document and return to:
  - *your* John Deere Financial dealer; or
  - John Deere Financial Limited  
P.O. Box 1544  
Browns Plains BC, QLD 4118.

within 30 days from the *disclosure date*.

Signed on behalf of John Deere Financial Limited

John Deere Financial Limited

Signature



**ACCEPTANCE FROM BORROWER:**

1. I accept the offer set out in this *details schedule* on the terms and conditions set out in this *details schedule* and the attached Secured Consumer Loan Contract Terms and Conditions and agree to be bound by it.
2. I declare that all the information I have provided to John Deere Financial is accurate and not misleading. I am also not aware of any impending adverse change to my financial situation which will impact on my ability to meet my obligations under the *contract*. I acknowledge that John Deere Financial is relying on this information.
3. I acknowledge that before confirming this acceptance I received to keep, and read, a copy of:
  - this *details schedule*;
  - the attached Secured Consumer Loan Contract Terms and Conditions;
  - the attached information statement "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CONTRACT"; and
  - each *security* given or to be given by me.
4. I declare that if I sign this *contract* as trustee, I have already told John Deere Financial in writing.
5. I fully understand the nature and effect of this *contract* and the consequences of entering into it.
6. I acknowledge that each *security* I have given or will give which is referred to under "Securities" in this *details schedule* extends to this *contract* when I accept it and that this *contract* will be a *contract* covered by each of those *securities*. I understand that *the property* will be at risk if I default under this *contract*.
7. I agree to notify John Deere Financial promptly in writing if I change my residential address or any of the information I have given John Deere Financial changes in a significant way.

I confirm that I have read and understood the "Important" information outlined below. Signature .....

**IMPORTANT**

**BEFORE YOU SIGN**

**THINGS YOU MUST KNOW**

\* READ THIS *CONTRACT* DOCUMENT so that you know exactly what *contract* you are entering into and what you will have to do under the *contract*.

\* Once you sign this *contract* document, you will be bound by it. However, you may end the *contract* before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the *contract*, by telling John Deere Financial in writing, but you will still be liable for any fees or charges already incurred.

\* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT *CONTRACT*".

\* You **do not** have to take out consumer credit insurance unless you want to. However, if this *contract* document says so, you must take out insurance over any mortgaged property that is used as *security*, such as a house or car.

\* Fill in or cross out any blank spaces.

\* If you are to take out insurance, John Deere Financial cannot insist on any particular insurance company.

\* Get a copy of this *contract* document.

\* If this *contract* document says so, John Deere Financial can vary the *annual percentage rate* (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.

\* **Do not sign** this *contract* document if there is anything you do not understand.

\* If this *contract* document says so, John Deere Financial can charge a fee if you pay out your *contract* early.



Signed, sealed and delivered by the *borrower*

..... Date    /    /	<b>I witnessed the <i>borrower</i> sign this contract</b>	<b>print full name</b> .....
Signature of <i>borrower</i>	.....	<b>home address</b> .....
	<b>(signature of independent witness)</b>	<b>occupation</b> .....

Signed, sealed and delivered by the *borrower*



## Secured Consumer Loan Contract Terms and Conditions

These Secured Consumer Loan Contract Terms and Conditions do not contain all of the terms of *your* loan *contract*. Other precontractual information is contained in the attached *details schedule*. Together they form this *contract* and *mortgage*.

The meaning of words printed like *this* in these Secured Loan Contract Terms and Conditions are explained in 11 below, as are the terms *we* and *you*.

### 1. What we lend and when

1.1 We agree to lend to *you* the *amount of credit* when *you* request it (subject to this *contract*) by making the payments set out in the *details schedule*.

1.2 We only have to lend if:

- (a) we receive in a form satisfactory to *us* each *security* and related document; and
- (b) we receive in a form satisfactory to *us* any document or information we reasonably request; and
- (c) *you* have paid all credit fees and charges which are due; and
- (d) there is no material adverse change in the financial position of *you* or a *security provider*; and
- (e) there is no default under this *contract* or a *security*.

1.3 *You* must borrow within 30 days of the *disclosure date*.

1.4 Unless we agree, *you* may only borrow at one time (in other words, *you* may not borrow progressively).

### 2. The annual percentage rate

The *annual percentage rate* at which *you* will be charged interest under this *contract* is as described in the *details schedule*.

### 3. Interest charges

#### How we calculate interest charges

3.1 We calculate interest charges daily by applying the *daily percentage rate* to the *balance owing on your loan account* (excluding default interest in 3.3 and amounts debited under 5.2) at the end of that day.

3.2 Subject to any *interest free period*, interest charges accrue daily from and including the *settlement date* and are debited as set out in 3.5. We do not charge interest during any *interest free period*.

#### Default

3.3 *You* must pay all money (including fees and charges) on the date it is due. Any amount not paid within seven days of the due date (assuming *you* are not already in default) will accrue default interest at the *default rate* from the due date. If *you* are already in default when a further amount becomes due, the seven day grace period will not apply. *You* must pay *us* default interest when we ask.

3.4 We calculate default interest charges by applying the *daily default rate* to the overdue amount at the end of each day it is unpaid. The *daily default rate* is the *default rate* divided by 365. Default interest charges are debited as set out in 3.5.

#### When we debit interest charges

3.5 Subject to any *interest free period*, we debit interest charges to *your loan account* on the same day of each month as the first due date of the repayment described in the *details schedule*, or such other day of the month as we agree from time to time and on the day *you* pay the *total amount owing* in full. If that date is the 29th, 30th, or 31st of a month that does not have that date, we debit on the last day of that month.

#### Changes to interest charges

3.6 We may change the method of calculation of, and frequency with which we debit, interest charges. We will give *you* notice in writing of any such change 20 days before the change takes effect, (unless a change reduces *your* obligations, or extends the time for payment in which case we may notify *you* afterwards).

### 4. Repayments

#### What you must pay

4.1 *You* must pay the *amount of credit* and all interest charges and any other credit fees and charges by the end of the *loan term*.

4.2 The repayments in the *details schedule* are current at the *disclosure date* and are calculated using the *annual percentage rate*.

4.3 We will credit *you* with repayments on the day we receive them and process them as soon as practicable.



- 4.4 If a repayment date is not a *business day* the repayment is due on the next *business day*.
- 4.5 The dates for *your* repayments are as described in the *details schedule*.
- 4.6 The last repayment may be different as it equals the *total amount owing* on the last day of the *loan term*, for example the *total amount owing* could include fees and charges or default interest incurred during the *loan term*.

#### **How you must make repayments**

- 4.7 You must make repayments by direct debit or transfer to an account *we* nominate.

#### **Changes to repayments**

- 4.8 We may change the amount, number, frequency or time for payment of, or the method of calculation of, repayments. We will give you notice in writing of any such change 20 days before the change takes effect, (unless a change reduces *your* obligations or extends the time for payment, in which case *we* may notify *you* afterwards).

### **5. Fees, charges and expenses**

#### **Enforcement expenses may become payable under this contract or a security in the event of a breach.**

- 5.1 Subject to this clause, *you* must pay *us*:
- (a) all credit fees and charges in the circumstances indicated in the *details schedule* in this *contract* and all new fees and charges *we* introduce in accordance with clause 5.5; and
  - (b) all additional government charges *such as* stamp and other duties (whether or not *you* are primarily liable for them), fees, taxes, charges, interest, penalties, fines and expenses in relation to this *contract* or a *security* or any transaction contemplated by them (calculated in accordance with the relevant legislation and are *payable* by *you* at the time, as a matter of law, they are required to be paid); and
  - (c) *our* reasonable costs and expenses in enforcing, attempting to enforce or taking any action under this *contract* or a *security* after a default (these enforcement expenses are *payable* on notification to *you*); and
  - (d) an amount equal to the consideration *payable* for the supply multiplied by the prevailing *GST* rate, if *we* reasonably decide that *we* are liable to pay *GST* on a supply made in connection with this *contract* or any transactions arising out of this *contract* or a *security* (calculated in accordance with the relevant legislation and are *payable* by *you* at the time, as a matter of law, they are required to be paid); and
  - (e) any increase in *our* costs in observing *our* obligations under this *contract*, as a direct or indirect result of a *GST* (calculated in accordance with the relevant legislation and are *payable* by *you* at the time, as a matter of law, they are required to be paid).
- 5.2 You authorise *us* to debit these amounts to *your loan account* on or after, the earlier of, the date *we* pay them or the date they become due.
- 5.3 You agree to pay or reimburse *our* costs in connection with compliance with any demand given under section 275 of the *PPSA* which *we* are required to comply with or which *we* wish to comply with, or any application for, or the obtaining of, a court order to maintain any registration in respect of any *security interest* created by this *contract* and the serving of any such court order on *you* or the registrar of the Personal Property Securities Register. These costs are *payable* by *you* upon request by *us*.

- 5.4 The credit fees and charges current at the *disclosure date* are shown in the *details schedule*.

#### **Changes to fees and charges**

- 5.5 We may change the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. We will notify *you* of such a change or of the introduction of a new fee or charge in writing no later than 20 days before the change takes effect (unless a change to credit fees and charges reduces *your* obligations or extends the time for payment, in which case *we* may notify *you* afterwards).

### **6. Prepayments**

You may pay the *total amount owing* at any time. If *you* pay part of the *total amount owing*, *you* must still pay *your* repayments under this *contract*.

### **7. Declarations**

- 7.1 You declare that if *you* enter into this *contract* as a trustee, *you* do so with authority as validly appointed sole trustee, *you* are bound as trustee and in *your* own capacity, no action has been taken to remove *you*, appoint an additional trustee or terminate the trust, this *contract* is for the benefit of the trust, the trust is validly constituted, *you* have authority to perform *your* obligations under this *contract* or a *security* to which *you* are a party and will be fully indemnified out of the trust assets for those obligations. The rights of the beneficiaries rank after *our* rights to the trust property *including the property*. You agree to ensure that, without *our* consent, nothing happens that would prevent *you* truthfully repeating these declarations and that *you* will notify *us* immediately in the event that *you* cannot truthfully repeat these declarations at any time.
- 7.2 This *contract* will bind *you* as trustee of the trust and in *your* own capacity.



## 8. If you are in default?

### When are you in default?

8.1 You are in default if:

- (a) you do not pay all amounts due under this *contract* on time; or
- (b) you do not comply with any other provision of this *contract*; or
- (c) information given to us under or about this *contract* or a *security* is incorrect or misleading; or
- (d) we reasonably believe you or any *person* has acted fraudulently in connection with this *contract* or a *security*; or
- (e) you or a *security provider* default under a *security*, withdraw from it or it becomes unenforceable or you default under or breach any other agreement between you and us; or
- (f) you or a *security provider* provide a *security* as a trustee and:
  - (i) a court application is made for trust property to be administered by the court or an account to be taken of the trust; or
  - (ii) a receiver, or receiver and manager of the trust is appointed; or
  - (iii) a judgment is enforced against trust property; or
  - (iv) the trustee suspends payment of, or admits in writing an inability to pay trust debts, ceases or threatens to cease to carry on the trust business.

8.2 You must tell us immediately if you think you are in default.

### What can happen then?

8.3 If you are in default, we may give you a notice stating this. If you fail to correct the default within any period given in the notice, then, without further notice to you, the *total amount owing* is immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount, or enforce any *security*, or do both.

## 9. Security Interest

### Security Interest

9.1 To secure to us payment of the *total amount owing* and in consideration of us agreeing to lend the *amount of credit*, you grant us a *security interest* over the *property* by way of legal mortgage. We will release our *security interest* over the *property* to you when the *total amount owing* is nil. Until we release our *security interest*, the *property* remains subject to our *security interest*, even if the *total amount owing* is nil.

9.2 If you do not yet legally own the *property* you must become the legal owner as soon as possible.

9.3 When you own the *property*, the *security interest* will take effect as soon as:

- (a) your actions acknowledge the *security interest*; or
- (b) you use the *property*; or
- (c) the *property* is delivered or invoiced to you.

9.4 If you do not already legally own the *property*, the *security interest* contained in this *contract* is given for a loan to be spent wholly or in part in purchasing the *property*.

### What you undertake in this contract

9.5 Without limiting any other right at law, if clause 8.3 applies, we may take possession of the *property*, sell it and sue you for any money owing to us.

9.6 You are liable for all the obligations under the *security interest* contained in this *contract* both separately on your own and jointly with any one or more other *persons* named in the *details schedule* as grantor.

### Possession

9.7 You may keep possession of the *property* subject to the *security interest*.

### Looking after the property

9.8 You must:

- (a) keep the *property* in good working order and condition; and
- (b) tell us if the *property* is stolen, lost, defective or seriously damaged.

### Insurance

9.9 You must keep the following insurance over the *property* at all times until the *total amount owing* has been paid to us:

- (a) if the *property* is a motor vehicle - comprehensive and third party insurance; and
- (b) otherwise - insurance against fire, theft, accident and any other risk we reasonably require concerning the *property*.

9.10 The insurances must be in:





- (a) a form and substance and with an insurer approved by *us* acting reasonably; and
- (b) *your* name and *our* name for *your* and *our* respective rights and interests and include *us* as loss payee of *the property*.

9.11 *You* must give *us* any information *we* request about *the property* or its insurances.

9.12 *You* must not, without *our* consent:

- (a) do, or fail to do, anything which could result in the policy or a claim being refused or reduced; or
- (b) vary the insurances; or
- (c) enforce, conduct, settle or compromise a claim.

#### **Insurance claims**

9.13 *You* must do *your* best to ensure that proceeds from an insurance claim are:

- (a) used to replace or repair *the property*; or
- (b) paid to *us*.

Otherwise, *you* must use or hold insurance proceeds as *we* direct.

9.14 *You* must tell *us* if an insurance claim is refused, in part or in full.

9.15 If *we* notify *you*, *we* may take over *your* rights to make, pursue or settle an insurance claim.

#### **Dealings - such as selling, renting or giving a security interest**

9.16 *You* must get *our* consent before *you*:

- (a) sell the *property*; or
- (b) create any other *security interest* over *the property* or allow one to arise; or
- (c) move *the property* from the place nominated in the *details schedule*; or
- (d) fix *the property* to any land or building; or
- (e) alter any identifying mark of *the property*; or
- (f) deal with *the property*, the *security interest* or any interest in them, or allow any interest in them to arise, continue, be varied or surrendered.

#### **Administrative matters**

##### **Registration**

9.17 *We* may, at *your* expense register, or give any notification in connection with, all *security interests* contained in this *contract*.

##### **Further steps**

9.18 *You* agree to do anything (*such as* obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which *we* ask and consider necessary for the purpose of:

- (a) providing more effective *security* over *the property* for payment of the *total amount owing*; or
- (b) ensuring that the *security* is enforceable, perfected (*including*, where possible, by control in addition to registration) and otherwise effective; or
- (c) enabling *us* to apply for any registration, or give any notification, in connection with the *security* so that the *security* has the priority required by *us*; or
- (d) enabling *us* to exercise *our* rights in connection with *the property*; or
- (e) binding *you* and any other *person* intended to be bound under this *contract*; or
- (f) showing whether *you* are complying with this *contract*.

##### **Things we may do at any time**

9.19 Except to the extent prohibited by law and without limiting any of *our* rights at law, without seeking *your* consent or court authority *we* or *our* representative may:

- (a) inspect *the property* at any time; and
- (b) enter *your* premises to inspect.

*You* will reimburse *us* on demand for any expense incurred by *us* under this clause.

##### **Enforcing the security**

9.20 In enforcing the *security*, in addition to anything else *we* may do at law, *we* may do any one or more of the following:

- (a) sue *you* for the *total amount owing*;
- (b) take possession of *the property*;
- (c) do anything an owner of *the property* could do, *including* improving, selling or leasing it;
- (d) enter any place *we* believe *the property* is held.

A law applying to the *security* may require *us* to give *you* notice or to wait for a period of time before exercising a specific power. If that period can be shortened by agreement, it is shortened to one day.



**Disposal of the property is final**

- 9.21 *You* agree that if *we* sell or dispose of *the property* you will not challenge the acquirer's right to *the property* or *our* right to dispose of *the property*. You will not try to reclaim *the property*. The acquirer need not investigate *our* right to dispose of *the property* or whether *we* are exercising that right properly.

**10. General matters**

**Effective date of transactions**

- 10.1 The date *we* assign to the giving of credit under this *contract* may be on or after the date *we* give the credit.

**Adjustments**

- 10.2 *We* may adjust debits and credits to *your loan account* and make other consequential adjustments to accurately reflect *your and our* legal obligations (*for example*, because of an error or dishonour).

**How we may exercise our rights**

- 10.3 *We* may enforce any *security interest* before other rights or remedies *including* under another *security*.
- 10.4 *Our* rights and remedies may be exercised by one of *our* directors, any of *our* employees whose job title *includes* the word “manager” or any other *person we* authorise.

**Your obligations and our rights are unaffected**

- 10.5 The *security interest* does not merge with or adversely affect, and is not adversely affected by:
- (a) any other *security* or right or remedy to which *we* are entitled; or
  - (b) a judgment or order which *we* obtain against *you* in respect of any of the *total amount owing*.
- We* can exercise *our* rights under the *security interest* as well as under the judgment, order or another *security interest*.

**Assignment**

- 10.6 *We* may assign or deal with *our* rights under this *contract* in any way *we* choose. *We* may assign or deal with *our* rights under this *contract* for securitisation related purposes. *Our* rights under this clause are in addition to *our* rights at common law (*for example*, *our* common law right to assign). *We* may disclose any information or documents to help *us* do this and *you* consent to *our* doing so.
- 10.7 *Your* rights may not be assigned without *our* consent.

**Notices, communications and service of documents**

- 10.8 Any notice, certificate, consent, approval or communication under this *contract* must be in writing.
- 10.9 Communications from *us* may be signed by any of *our* authorised employees. If *you* are a body corporate, *your* communications must be signed by a director.
- 10.10 Communications for *us* may be:
- (a) given personally to one of *our* employees or officers at *our* registered office or any place *we* advise; or
  - (b) sent by pre-paid post to a place in (a) or to P.O. Box 1544, Browns Plains BC, QLD 4118 ; or
  - (c) sent electronically to a place in (a); or
  - (d) given by any other means permitted by law.
- 10.11 Communications to *you* may be:
- (a) given personally; or
  - (b) (if *you* are an individual) left at the residential or business address last known to *us*; or
  - (c) (if *you* are a body corporate) left at the registered office or business address last known to *us* with someone who appears to work there; or
  - (d) sent by pre-paid post to any of those places or electronically to the electronic address last known to *us*; or
  - (e) given by any other means permitted by law.
- 10.12 Communications given personally are taken to be received on the date they are received by the addressee.
- 10.13 Communications by post are taken to be received when they would be received in the ordinary course of post.
- 10.14 Communications by facsimile are taken to be received when a transmission report indicating that the facsimile was sent to the facsimile number of the addressee is produced by the transmitting machine.
- 10.15 Communications take effect from the time they are received unless they specify a later time.
- 10.16 *We* may serve a document in a court action on *you* by leaving it at the residential or business address last known to *us*. This does not prevent any other method of service.



### **Variations and waivers**

- 10.17 We may agree to change this *contract* or defer or waive any of these terms without creating a new *contract*.
- 10.18 A term of this *contract*, or right created under it, may only be deferred, waived or varied at *your* request if the deferral, waiver or variation is in writing and signed by *us*.
- 10.19 Subject to any statements to the contrary in this *contract*, *we* may change any provision of this *contract* (apart from the *amount of credit* or the *annual percentage rate*) in addition to those provisions specifically mentioned in the *details schedule*. *We* will notify *you* of any unilateral change *we* make by giving *you* notice of the change not later than 20 days before the change takes effect unless the change reduces *your* obligations or extends the time for payment, in which case *we* may notify *you* afterwards.

### **Reinstatement of our rights**

- 10.20 Subject to 10.22, if a transaction or payment under this *contract* is void, voidable, unenforceable or refundable:
- (a) *our* rights will be the same as if the payment or transaction had not occurred or been made; and
  - (b) *you* must do anything *we* ask to restore *us* to *our* former rights and *security*.

### **Prompt performance**

- 10.21 *You* must perform all *your* obligations on time. If no time is stated they must be performed promptly.

### **Set-off**

- 10.22 Subject to any right of set-off *we* cannot exclude by agreement, *you* must pay all amounts under this *contract* in full without setting off amounts *you* believe *we* owe *you* or without counterclaiming amounts from *us*.
- 10.23 *We* may set-off any money *we* owe *you* against money *you* owe *us*.

### **Inconsistent legislation**

- 10.24 This clause applies to the extent that the *National Credit Code* applies to this *contract*.
- (a) Any provision of this *contract* which is inconsistent with the Code is varied (or omitted) as required to comply with the Code; and
  - (b) If that Code applies to the *security interest*, the *total amount owing* secured by the *security interest* does not exceed the sum of *your* liability under this *contract* and *our* reasonable enforcement expenses reasonably incurred in enforcing the *security interest*; and
  - (c) *Our* rights and remedies under this *contract* are in addition to those given to a credit provider under the Code; and
  - (d) *Our* right to demand any amounts from *you* and to exercise *our* rights and remedies against *you* are subject to the limitations on enforcement of this *contract* imposed by the Code.

### **Authority to complete and amend**

- 10.25 *You* authorise *us* to:
- (a) fill in any blanks in this *contract* and any document signed by *us* connected with it; and
  - (b) make any amendment to a document in (a), to accurately reflect or give effect to the agreed terms.

### **Disclosures**

- 10.26 Information in this *contract* is based on the tolerances and assumptions allowed under the *National Credit Code*.

### **Applicable law**

- 10.27 This *contract* is governed by the law of the place where *you* resided at the date *we* signed it.

### **PPSA**

- 10.28 *You* will immediately notify *us* in writing if *you* change *your* name or address or if there are any changes to any of the data relevant to a financing statement under the *PPSA* in respect of this *contract*.
- 10.29 Any *security interest* arising under this *contract* extends to the proceeds (as defined in the *PPSA*) of *the property* secured.
- 10.30 If in the course of *your* business *you* hold or acquire any *security interest* in personal property for the purposes of the *PPSA* and a failure by *you* to perfect that *security interest* might have a *material adverse effect*, *you* must take all steps necessary to:
- (a) obtain the highest ranking priority possible in respect of that *security interest* (*such as* perfecting a purchase money *security interest*); and
  - (b) reduce as far as possible the risk of a third party acquiring an interest free of that *security interest* in personal property (other than pursuant to a transaction in the ordinary course of *your* day-to-day business).
- 10.31 *You* agree that any exercise by *us* of *our* rights to enforce any *security interest* necessarily involves an exercise of all intellectual property rights relating to *the property* in connection with any *security interest* granted to *us* under this *contract* or under any other arrangement



with *us*.

- 10.32 To the extent permitted by law *you* irrevocably waive any rights *you* may have any time, *including* under section 157 of the *PPSA*, to receive a copy of any verification statement or any other notice contemplated in the *PPSA* in connection with any *security interest* granted to *us* under this *contract* or under any other arrangement with *us*.
- 10.33 *You* waive *your* right to receive anything from *us* under section 275 of the *PPSA*, and agree not to make any request of *us* under that section. *We* and *you* agree for the purposes of section 275(6) of the *PPSA* that neither *we* nor *you* will disclose any information of the kind mentioned in section 275(1) of the *PPSA*.
- 10.34 *We* need not comply with, and *you* may not exercise rights under section 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the *PPSA*, or any other provision of the *PPSA* notified by *us* to *you* after the date of this *contract*, to the extent the law permits them to be excluded.

## 11. Meaning of words

<i>amount of credit</i>	is stated in the <i>details schedule</i> .
<i>annual percentage rate</i>	means the per annum rate of interest stated in the <i>details schedule</i> .
<i>balance owing on your loan account</i>	means, at any time, the difference between all amounts credited and all amounts debited to <i>your loan account</i> . The amount calculated at the end of a day <i>includes</i> all debits and credits assigned to that day.
<i>borrower</i>	see <i>you</i> .
<i>business day</i>	means a day other than a Saturday, Sunday, or a public, special or bank holiday in Brisbane, Queensland.
<i>contract</i>	means the <i>details schedule</i> and these Secured Consumer Loan Contract Terms and Conditions ( <i>including</i> the <i>security interest</i> terms).
<i>disclosure date</i>	is stated in the <i>details schedule</i> .
<i>daily percentage rate</i>	means the <i>annual percentage rate</i> divided by 365.
<i>default rate</i>	means the per annum rate of interest stated in the <i>details schedule</i> or as notified to <i>you</i> .
<i>details schedule</i>	means the Secured Consumer Loan Contract Details Schedule which is part of this <i>contract</i> .
<i>end date</i>	is stated in the <i>details schedule</i> .
<i>for example</i>	see <i>including</i> .
<i>GST</i>	means a goods and services or similar tax imposed in Australia.
<i>including, for example or such as</i>	when introducing a list of items, does not limit the meaning of the words to those items or items of a similar kind.
<i>interest free period</i>	if any, is stated in the <i>details schedule</i> or as notified to <i>you</i> .
<i>loan account</i>	means an account <i>we</i> establish in <i>your</i> name to record all transactions under this <i>contract</i> .
<i>loan term</i>	is stated in the <i>details schedule</i> .
<i>material adverse effect</i>	means a material adverse effect on any one or more of: a) <i>you</i> ; b) <i>your</i> ability to perform all obligations under any arrangement with <i>us</i> ; c) <i>your</i> business; or d) <i>your</i> assets or financial condition.
<i>mortgage</i>	means the mortgage contained in this <i>contract</i> .



<i>National Credit Code</i>	means the Schedule 1 to the National Consumer Protection Act 2009 (Cwth).
<i>payable</i>	in relation to an amount means an amount which is currently payable or will or may be payable in the future.
<i>person</i>	<i>includes</i> an individual, a firm, a body corporate, an unincorporated association or an authority.
<i>PPSA</i>	means the Personal Property Securities Act 2009 (Cwth).
<i>PPS lease</i>	has the meaning given to it in the <i>PPSA</i> .
<i>secured property</i>	means all <i>your</i> present and after acquired rights, property and undertaking of whatever kind and wherever situated <i>including</i> , without limitation, capital and property in <i>your</i> possession that is the subject of a <i>PPS lease</i> (and if <i>you</i> enter into this <i>contract</i> as trustee of any trust or settlement, the present and after acquired rights, property and undertaking comprising the trust fund of the trust). A reference to secured property includes any part of it.
<i>security</i>	means each <i>security interest</i> described in the <i>details schedule</i> ( <i>including</i> the <i>mortgage</i> ) and any substitute or additional <i>security interest</i> given in connection with this <i>contract</i> .
<i>security interest</i>	means a security interest under the <i>PPSA</i> , any bill of sale, <i>mortgage</i> , charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as <i>security</i> for the payment of a monetary obligation or the observance of any other obligation.
<i>security provider</i>	means each <i>person</i> (other than <i>you</i> ) who gives a <i>security</i> .
<i>settlement date</i>	means the date <i>we</i> first lend <i>you</i> any of the <i>amount of credit</i> (or, if earlier, the date <i>we</i> first debit any of it to <i>your loan account</i> ) and <i>settlement</i> has a corresponding meaning.
<i>such as</i>	see <i>including</i> .
<i>the property</i>	means each one or more of the following which the context allows: a) the property listed in the <i>details schedule</i> ; and b) replacements for, accessories and additions fitted to that property at any time.
<i>total amount owing</i>	means the <i>balance owing on your loan account</i> , plus all accrued interest charges and other amounts which <i>you</i> must pay under this <i>contract</i> but which have not been debited to <i>your loan account</i> .
<i>we</i>	means John Deere Financial Limited ABN 55 078 714 646 and its successors and assigns and <i>our</i> and <i>us</i> have corresponding meanings.
<i>you or borrower</i>	means the <i>person</i> or <i>persons</i> described as customer in the <i>details schedule</i> and their successors and assigns to whom <i>we</i> have consented. If more than one, <i>you or borrower</i> means each of them separately and every two or more jointly.
the singular	<i>includes</i> the plural and vice versa
a reference to:	a) a document <i>includes</i> any variation or replacement of it; and b) law means common law, principles of equity, and laws made by parliament ( <i>including</i> regulations and other instruments under laws made by parliament, and consolidations, amendments, re-enactments or replacements of them); and c) any thing <i>includes</i> the whole and each part of it; and d) "control" <i>includes</i> control as defined in the <i>PPSA</i> .



## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the Australian Financial Complaints Authority (AFCA), or get legal advice.

### THE CONTRACT

#### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before -

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

#### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy -

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

#### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as -

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

#### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

#### 5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

#### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

#### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

#### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example -

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for -
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.



**9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (ACFA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

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

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## INSURANCE

**10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

**11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## MORTGAGES

**15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16. Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.



Otherwise you may -

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

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

If your credit provider won't give permission, you can contact the AFCA scheme for help.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

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

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

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

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

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

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

**GENERAL**

**22. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways -

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

**23. What if my credit provider and I cannot agree on a suitable arrangement?**

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

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

**24. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme, or ASIC, or get legal advice.

**25. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME, OR GET LEGAL ADVICE. THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS.**

**THE AFCA SCHEME CAN BE CONTACTED AT:**

**Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Telephone: 1800 931 678 (free call)**

**In writing to  
Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001**

