GENERAL PURPOSE & OVERSEAS STUDY LOANS

REPAYMENTS
Minimum monthly repayments of $100 per month are required whilst enrolled.

INTEREST RATES
No interest charged during current course of study at the University of Western Australia.

12% interest will apply at cessation of current course of study from the date UWA records show that the student completes, withdraws, is excluded from or relinquishes by death or otherwise, his/her enrolment status at UWA.

Minimum monthly repayments of $100 per month are required whilst enrolled. Thereafter, total repayment based on balance at cessation of studies is as follows:

<table>
<thead>
<tr>
<th>Loan Balance</th>
<th>Repayment Period</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000 - $4,000</td>
<td>within 1 year of cessation of studies</td>
<td>12% pa</td>
</tr>
<tr>
<td>$4,001 - $8,000</td>
<td>within 2 years of cessation of studies</td>
<td>12%pa</td>
</tr>
<tr>
<td>$8,001 - $12,000</td>
<td>within 3 years of cessation of studies</td>
<td>12%pa</td>
</tr>
</tbody>
</table>

Interest is calculated on the monthly balance outstanding and charged monthly. There is no penalty for extra repayments or early clearance of the loan.

EMERGENCY LOANS

REPAYMENTS
Minimum monthly repayments of $100 per month are required whilst enrolled. This may be more depending on amount and duration of study.

INTEREST RATE
No interest is charged if the loan is repaid by or within the 6 or 12 month repayment period and 4 weeks from the date of the loan agreement (due date).

If the loan is not repaid by or within 7 days of the due date, interest at a rate of 12% per annum will be applied until the loan is repaid in full. Interest is calculated on the monthly balance outstanding.

There is no penalty for extra repayments or early clearance of the loan.

The University of Western Australia is exempt from most of the provisions of the Credit Code in respect of this loan agreement. Only sections 56(1) (Increase in guarantors liabilities), and 70-74 (Reopening unjust transactions) apply. (See page 4)
THINGS YOU SHOULD KNOW ABOUT GUARANTEEING A LOAN

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

GUARANTEES

1. What is a guarantee?

A promise by you that the person who is getting credit under a contract will keep to all terms and conditions. If that person does not do so you promise to pay the lender all money owing on the contract as soon as the money is asked for.

2. What do I need to provide?

We need evidence to support your eligibility to guarantee a loan, such as proof of income; proof of real estate ownership and/or car ownership and any other assets.

3. How do I know how much the debtor is borrowing and the credit charges?

These details are on the copy of the contract or offer that the debtor signed. You should have been given a copy of the contract or offer before you signed the guarantees papers.

4. What documents should I be given?

- The document you are reading now
- A copy of your contract (Deed of Guarantee)
- A copy of the contract or offer signed by the debtor (Loan Agreement)

5. What other information can I get?

If you have guaranteed repayment of a loan, you can write to the lender and ask for;

- an extra copy of your contract of guarantee,
- an extra copy of the debtor’s contract,
- a copy of any other documents signed by the debtor or by you,
- a statement of the debtor’s repayments under the contract,
- details of the insurance cover financed by the debtor’s contract.

When writing to the lender, you must pay any reasonable fee that the lender charges. The lender will write back to you within 14 days after receiving your request.

NB. The lender will only give you this information once in any period of 3 months.

You can write to the lender and ask for the net balance due (pay-out figure) under the credit contract guaranteed by you. You will get this information within 7 days after the lender receives your request. If you want to, you can also ask for details of how the balance is worked out.

NB. The lender will only give you this information once in any period of 3 months.

6. Can I cancel any contract of guarantee?

You may be able to cancel your obligations under certain circumstances. For exact details you should seek legal advice.
IF THE DEBTOR DEFAULTS

7. Do I get any warning that the lender wants to take action against the debtor?

In most cases yes. You get the same warning as the debtor. You get a notice in writing telling you why the lender wants to take action against the debtor. It also tells you what the debtor has to do to stop the action. The debtor will have at least one month to try and fix up the problem. You should discuss the matter with the debtor immediately.

8. Can the lender take action against me without taking action against the debtor at the same time?

No, except where:

- the debtor cannot be found,
- the debtor’s financial affairs are being handled under bankruptcy law or, a court has declared that action can be taken against you without action being taken against the debtor.

9. If the debtor cannot be found and the lender intends to take legal action against me, do I get any warning?

Yes. You get a notice giving you at least 14 days warning.

10. Exactly how much do I have to pay the lender if the debtor defaults?

You have to pay what the debtor owes the lender, plus the lender’s costs in having you honour your contract of guarantee.

GENERAL

11. What can I do if I am asked to pay out the contract and I cannot pay it all at once?

- Talk to the lender and see if some arrangement can be made about paying.
- There are other people, such as financial counsellors, who may be able to help.

12. If I pay out money for a debtor, is there any way I can get it back?

You can sue the debtor. But remember, if the debtor cannot pay the lender, he or she probably cannot pay you back for a while, if at all.

13. What happens if I go guarantor for someone who is under 18 when they sign a contract?

You are responsible for the full debt if the contract of guarantee has a clear and obvious warning near your signature.

The warning had to tell you that the courts might not let you sue the debtor if you have to pay out the contract for him or her.

14. Do I have any rights and obligations?

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

IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION, SEEK LEGAL ADVICE. PLEASE KEEP THIS SUMMARY, YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.
IMPORTANT NOTICE

The Loan
The loan (if approved) is free of interest whilst the student is enrolled in his/her current course at UWA. Interest is applied to any outstanding balance at cessation of their studies at UWA.

The Effect of the Guarantee
If the student defaults on the repayment terms (a copy of which you will be supplied on approval of the loan) The University may seek and enforce repayment of the entire balance of the loan from you as Guarantor.

Completing the Guarantee
If you are happy that you understand the legal and practical effect of the Guarantee and you are willing to act as Guarantor for the student, please complete the section 13, 14 and 15 on the loan application form.

Legal Advice
The University strongly recommends that you seek independent legal advice before signing the Guarantee.

Consumer Credit Code
You should be aware that, except for a very small number of provisions, the Consumer Credit Code does not apply to the loan because it is made by a university to a student on the basis of financial hardship. One of the provisions of the Consumer Credit Code that does apply to the loan is Section 56 which deals with guarantees. Under that provision we are required to advise you of and obtain your consent prior to granting an increase of this loan to the Student. Section 70 of the Consumer Credit Code will also apply to this loan and enables the court to “re-open” what it considers to be an unjust transaction. These are some of the matters about which you should seek legal advice before signing the Guarantee.

Where to find us:

UWA Student Support Services
Level 1, Student Central

please call 08 6488 5573
email: studentfinance@uwa.edu.au

Visit our website
http://www.studentservices.uwa.edu.au/

Got a Question? Find the Answer@ http://www.ask.uwa.edu.au

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