

The registered numbers of these mortgage common provisions are as follows.

State	Registration Number
New South Wales	AQ497600V
Victoria	AA6817
Australian Capital Territory	3033135
Queensland	720348916
South Australia	13394261
Western Australia	0533876
Tasmania	M664
Northern Territory	372325

Summary

These mortgage common provisions are incorporated into mortgages which refer to one or more of the registration numbers shown on the cover sheet of this document.

Reading this summary does not replace reading the whole of the mortgage common provisions. These mortgage common provisions (not this summary) are the legal contract.

You are strongly advised to obtain independent legal advice. If you feel any of the clauses are unclear or unfair, raise your concerns before signing the mortgage.

The mortgage

By signing the mortgage, you agree to comply with all of the terms set out in these mortgage common provisions.

You are giving us a mortgage over the real estate referred to in the mortgage. The mortgage covers all of the buildings and other property erected on or attached to that real estate. It includes any contracts or other rights relating to that real estate.

By mortgaging the property, you are tying it up so that you cannot deal with it freely until the mortgage is discharged. We are not obliged to discharge the mortgage until you have no further obligations to us.

Your obligations under the mortgage

The mortgage obliges you to keep the property in good repair, and to pay all rates, taxes and other expenses in relation to the property. You must not alter the property or change the use of the property without our prior written consent. You must not deal with the property in any way without our prior written consent. This means that you cannot mortgage the property to someone else, sell the property, or lease the property for more than 12 months without our consent. You must keep the property fully insured.

Costs

You must pay all of our costs in relation to the mortgage and any costs which arise if you are in default of your obligations under the mortgage. Our costs may include paying lawyers, valuers and any other advisers we use.

Default

Section 4 sets out the circumstances in which you will be in default of your obligations under the mortgage. Read it carefully. The most common default is failure to pay money by the due date. If you default under the mortgage, we may require you to move out of the property, or if it is tenanted, require the tenants to vacate the property or pay the rent to us. If you default, we can deal with the property however we like, including by selling it or renting it out. In addition to dealing with the property, we can commence legal proceedings against you.

Mortgage Common Provisions

These mortgage common provisions are incorporated into mortgages which refer to one or more of the registered mortgage common provisions shown on the cover sheet of this document.

1. Understanding these mortgage common provisions

In these mortgage common provisions, certain words have a special meaning. Those words are defined as follows.

borrower means any person to whom we provide loans or other financial accommodation and whose obligations are secured by the *mortgage*.

debt means:

- (a) any money that you have agreed is secured by the *mortgage*;
- (b) all money owing by you to us now or in the future on any account;
- (c) any money due or contingently due by you to us as a result of any arrangement, including:
 - (i) any loans made to you by us;
 - (ii) any money we have advanced or paid on your behalf or at your express or implied request;
 - (iii) any guarantees given by you to us;
 - (iv) any money due by any other person to us because of something that we do or do not do at your express or implied request;
 - (v) any loss or damage suffered by us as a result of the arrangements above; and
 - (vi) any interest, costs, fees, duties, taxes and any other amount you are obliged to reimburse or pay to us at any time under the *mortgage* or otherwise,

and includes any part of the *debt*.

event of *default* means any event described in clauses 4.2 and 4.3.

guarantor means any person who at any time guarantees to us the payment of all or any part of the *debt*.

mortgage means the mortgage signed by you which incorporates these mortgage common provisions and includes the terms of these mortgage common provisions.

other agreement means any *other agreement* or arrangement under which we provide financial accommodation to you, a *borrower* or a *guarantor* at any time.

secured property means the property specified in the *mortgage* and includes:

- (a) all buildings, fences, structures, carpets, floor coverings, light fittings, blinds, curtains and other objects attached to that *property*;
- (b) any contract or other rights relating to that *property* such as building contracts, leases, development approvals, building approvals, other approvals, plans, specifications, consents and licences;
- (c) all income (such as rent) derived from the *property*;
- (d) any right to occupy, lease or licence relating to or adjoining the *property*,

and includes any part of the *secured property*.

'we/us/our' means the mortgagee named in the *mortgage*, and includes anyone else who acquires an interest in our rights under the *mortgage*.

'you/your' means each mortgagor named in the *mortgage*.

In the *mortgage*, a reference to a person includes companies and trusts and any other entity recognised by law. Singular words include plural words and vice versa. A reference to a person or to a party to the *mortgage* includes its successors and permitted assigns. If there are two or more of you, each of you is individually liable, and all of you are jointly liable.

2. Provisions relating to money

2.1 Payment of the *debt*

- (a) You must make all payments in respect of the *debt* on the dates agreed between you and us. Usually this agreement appears in a credit contract, loan offer or loan agreement. If there is no agreement, you must pay the *debt* to us on demand.
- (b) You must pay interest on the *debt* at the rate and on the dates agreed between you and us, or if there is no agreement, at the rate and on the dates notified to you by us from time to time as determined by us, acting reasonably.

2.2 Application of money

Payments will be credited only when they are actually received by us, and will be applied as agreed between you and us, or if there is no agreement, as determined by us.

2.3 Debit and set-off

- (a) We may debit any account held by you with us with any money due to us by *you* at any time. However, we are under no obligation to debit any account or allow for any credit balance in any account, and therefore you may be in *default* of a payment obligation even though there is a credit balance in any other account held with us.
- (b) You must make all payments in full without deducting or setting off any money we owe you for any reason and without making any counterclaim against us.
- (c) We may combine two or more accounts conducted by you into a single account.

2.4 Costs and stamp duty

- (a) You must pay us all costs and expenses, including any stamp duty, bank fees, government charges and taxes of any kind relating to the *mortgage* or the *debt*. This includes our reasonable internal costs in relation to the *mortgage*.
- (b) You must also pay us any of our costs or liabilities that arise in relation to the *mortgage*, the *secured property* or any other security you provide to us, including costs we incur by exercising our rights under the *mortgage* or recovering the *debt* or dealing with the *secured property* (for example, lawyer's fees on a full indemnity basis, valuer's fees and real estate agent's commissions).
- (c) We may debit your account with any amounts described in this clause 2.4 with effect from the date we incur them, whether or not we have demanded payment from you or anybody else.

2.5 GST

If any payment to us is for a taxable supply for the purposes of GST or any similar tax, you must also pay to us on demand an additional amount equal to the tax relating to that supply.

3. Things you must do and must not do relating to the *secured property*

3.1 You mortgage the *secured property*

You for valuable consideration charge and mortgage to us the whole of the *secured property* to secure payment of the *debt* and to secure performance of the obligations owed by you to us.

3.2 You must keep the *secured property* insured

- (a) You must keep the *secured property* insured for not less than its full replacement value on terms approved by us against loss or damage by fire, storm, tempest and any other risks specified by us. You must also maintain public liability insurance in respect of the *secured property* and any other insurance we reasonably require.

- (b) All insurances must be with an insurer approved by us. Our interest as mortgagee must be noted on all policies until the *debt* is repaid.
- (c) If loss or damage to the *secured property* occurs, we may enforce any rights under the insurance policy and settle any claim against the insurer. Any money paid by the insurer must be paid directly to us. We may apply that money as we see fit, including to repair or rebuild the *secured property*, apply it in repayment of the *debt*, or hold it as additional security for the *debt*.
- (d) You must pay all insurance premiums by the due date.
- (e) You must not do anything which may result in any insurance policy relating to the *secured property* being prejudiced or cancelled.
- (f) You must provide evidence of currency of the insurance of the *secured property* and of payment in full of any premium or other charges due in respect of that insurance when requested by us.

3.3 You must make necessary repairs

You must make all repairs necessary to keep the *secured property* in good repair. We may require you to promptly carry out any work that we consider necessary, including any work required by any competent authority (for example, a local council).

3.4 Altering the *secured property*

You must not demolish, extend or alter the *secured property* without our prior written consent, which will not be unreasonably withheld. You must not do anything or allow anything to be done which adversely affects the value of the *secured property*.

3.5 You must pay all rates and taxes

You must punctually pay all rates, taxes, charges, outgoings and assessments (including council rates, water rates and taxes) payable or assessed in respect of the *secured property* or on the owner or occupier of the *secured property*. You must provide evidence of such payment if requested by us. If these amounts are not paid by you, we may decide to pay them on your behalf, and any such amounts will form part of the *debt*.

3.6 Your obligations in dealing with the *secured property*

- (a) **Provide information.** You must provide to us on demand the full details of anything relating to the *secured property*, including any leases, licences or *other agreements* relating to the *secured property*, and full details of the use to which the *secured property* is being put. You must also tell us if anything occurs that materially affects the *secured property* (for example, fire, damage, rezoning etc).
- (b) **No noxious uses.** You must not carry on any noxious, loud, illegal or offensive activity on the *secured property*, or allow such activity to be carried on.
- (c) **Not change the use.** You must not change the use of the *secured property* except with our prior written consent, which will not be unreasonably withheld. If there is a business conducted on the *secured property*, you must ensure that it is conducted in a proper and efficient manner, that it is kept open at all usual times for that kind of business, and that any licences held or required in connection with that business are obtained and kept current.
- (d) **Approvals.** You must maintain any approvals relating to the *secured property* (for example, development approvals, building approvals, licences etc), and must take any action we require in relation to those approvals.
- (e) **Dealing with the *secured property*.** Before you deal with the *secured property* in any way, you must first obtain our prior written consent, which will not be unreasonably withheld. For example, you must not sell, lease or licence the *secured property*, accept or allow a surrender, assignment or variation of any lease or any licence, consent to or allow any sublease or assignment or variation of any sublease, or further mortgage, charge, encumber, subdivide or consolidate the *secured property* without our prior written consent. (Because any income derived from the *secured property* forms part of the *secured property*, this clause 3.6(e) prevents you from dealing with the income relating to the *secured property* in any way without our prior written consent). You may lease a residential *property* for the best rent reasonably obtainable for a term not exceeding 12 months without obtaining our prior written consent.
- (f) **Subsequent mortgages.** If you further mortgage, charge or encumber the *secured property* to any other person, you must arrange for that person to enter into a written priority agreement with us on terms satisfactory to us before doing so.
- (g) **Rentals to be at market rent.** You must ensure that any leasing or other dealing with the *secured property* is at a fair market rent.

- (h) **Caveats.** If any caveat is lodged on the *secured property*, you must take any action required by us to remove it.
- (i) **Comply with easements and restrictions.** You must fully comply with any covenants or easements (such as a right of access over a part of your *property* given to someone such as a neighbour) or other notifications affecting the *secured property*, including any requirements of any law or any notices or orders given by any competent authority (for example, a local council).
- (j) **Not leave vacant.** If there are any buildings on the *secured property*, you must not leave them unoccupied for a continuous period of more than 60 days without our prior written consent, which will not be unreasonably withheld.

3.7 Adjoining property

You must notify us immediately if you acquire any other *property* to be used or held in conjunction with the *secured property*. We reserve the right to require you to immediately mortgage the other *property* to us.

3.8 Protection of the environment

You must make sure that, during the term of the *mortgage*, there is nothing on or affecting the *secured property* which causes or may cause contamination or environmental damage. You must promptly take any action we reasonably require you to take to rectify any breach of this clause 3.8. We may require a report on environmental issues to be prepared at your cost if we reasonably believe that this clause 3.8 has been or is likely to be breached.

4. Default

4.1 Consequences of a breach of any term

If you breach any term of the *mortgage* or any *other agreement*, if an event of *default* occurs, or if any security or guarantee is terminated or is of reduced force and effect:

- (a) we will not be obliged to provide any new financial accommodation to you or at your request; and
- (b) we may rectify the breach or event of *default* by performing your obligations under the *mortgage* or any *other agreement*.

4.2 Monetary events of default

Each of the following is an event of *default*:

- (a) you or a *borrower* do not pay any money due to us under the *mortgage* or any *other agreement* by the due date for payment; or
- (b) you or a *borrower* do not pay any amount exceeding \$50,000 to any person other than us by the due date for payment.

4.3 Non-monetary events of default

Each of the following is an event of *default*:

- (a) if you or a *borrower* are an individual:
 - (i) you or a *borrower* become bankrupt;
 - (ii) you or a *borrower* are unable to pay your or their *debts* as they fall due; or
 - (iii) you or a *borrower* make any arrangement with your or their creditors;
- (b) if you or a *borrower* are a company:
 - (i) proceedings are commenced to wind up the company;
 - (ii) a receiver, manager, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to any part of *the company's* assets; or
 - (iii) the company is, or is deemed or presumed by law or a court to be, insolvent;

- (c) you, a *borrower* or a *guarantor* no longer have legal capacity;
- (d) enforcement proceedings are taken against you, a *borrower* or a *guarantor*, or your or their assets, by another creditor;
- (e) early repayment is required under any *other agreement*, or *default* based action is taken by us against you, a *borrower* or a *guarantor*, in each case due to a non-monetary event of *default* of the kind described in this clause 4.3;
- (f) we reasonably believe that you, a *borrower* or a *guarantor* have not complied with the law or any requirement of any competent authority, and such non-compliance has or may have a material effect on any business conducted by you, a *borrower* or a *guarantor*;
- (g) it becomes unlawful for you, a *borrower* or a *guarantor* or us to continue with the *mortgage* or any *other agreement*;
- (h) you, a *borrower* or a *guarantor* give us information, or make a representation or warranty to us, that is materially incorrect or misleading (including by omission), and is such that we would not have provided the *debt*, or would only have provided the *debt* on different terms, if we had known the correct information;
- (i) you use the *debt* for a purpose not approved by us;
- (j) you use the *debt* for an illegal or improper purpose, or to finance an illegal or improper activity;
- (k) the assets of you, a *borrower* or a *guarantor* are dealt with, or attempted to be dealt with, in breach of the terms of the *mortgage* or any *other agreement* without our prior written consent (which will not be unreasonably withheld), including:
 - (i) any of the *secured property* becomes subject to a mortgage or charge without a priority agreement being in place between us and the other security holder on terms acceptable to us, acting reasonably;
 - (ii) any of the *secured property* becomes subject to a mortgage or charge without our prior written consent, which will not be unreasonably withheld; or
 - (iii) the amount secured by any mortgage or charge over the *secured property* is increased without our prior written consent, which will not be unreasonably withheld;
- (l) you, a *borrower* or a *guarantor* do not provide financial information required by any agreement with us;
- (m) you, a *borrower* or a *guarantor* do not maintain a licence or permit necessary to conduct any business conducted by you, a *borrower* or a *guarantor*;
- (n) you, a *borrower* or a *guarantor* do not maintain insurance required by any agreement with us;
- (o) legal or beneficial ownership, or management control, of you, a *borrower* or a *guarantor*, or your or their business, changes without our prior written consent, which will not be unreasonably withheld;
- (p) without our prior written consent (which will not be unreasonably withheld), the status, capacity or composition of you, a *borrower* or a *guarantor* changes, including:
 - (i) you, a *borrower* or a *guarantor* cease to carry on your or their business or a material part of your or their business, or dispose of substantially all of your or their assets; or
 - (ii) if you, a *borrower* or a *guarantor* are an individual, you, a *borrower* or a *guarantor* are sentenced to jail for a term of longer than 12 months;
- (q) the *secured property* is:
 - (i) substantially damaged or destroyed, and we consider in our reasonable opinion that the *secured property* cannot be expected to be reinstated within a reasonable time and without material loss of any material income from the *secured property*; or
 - (ii) taken out of your control;
- (r) there is a material reduction in the value of the *secured property*;
- (s) you, or any person on behalf of you, breach any material undertaking given to us or any condition imposed by us;
- (t) any repairs necessary to keep the *secured property* in good repair are not made in a timely fashion;
- (u) any amount required to be paid in connection with the *secured property* (including council rates, water rates, land tax or shared title contributions) is not paid within 90 days of the due date; or
- (v) any other event agreed in writing by you to be an event of *default* for the purposes of the *mortgage* occurs.

4.4 When we can take action under the *mortgage*

- (a) We will only act on a non-monetary event of *default* if the event by its nature is material, or we reasonably consider that the event has had, or is likely to have, a material impact on:
 - (i) the ability of you, a *borrower* or a *guarantor* to meet your or their financial obligations to us (or our ability to assess this);
 - (ii) our security risk (or our ability to assess this); or
 - (iii) our legal or reputational risk where an event in clause 4.3(f), 4.3(g), 4.3(h) or 4.3(i) occurs.
- (b) We will not take enforcement action under the *mortgage* unless:
 - (i) we have given you at least 30 days written notice of the event of *default*;
 - (ii) if the event of *default* is remediable, you have not remedied that event of *default* within 30 days; and
 - (iii) no event of *default* of the same type has arisen during that period.
- (c) If your loan is not regulated by the National Credit Code, we may give you less than 30 days notice or no notice if:
 - (i) the event of *default* is unable to be remedied;
 - (ii) it is reasonable for us to do so to manage a material and immediate risk relating to the nature of the relevant event of *default*, your particular circumstances, or the value of the *secured property*; or
 - (iii) we have already given you a notice to remedy a non-monetary event of *default* and you have not remedied that event of *default*.
- (d) If your loan is regulated by the National Credit Code, we do not need to give you a *default* notice or wait 30 days before commencing enforcement action if:
 - (i) we reasonably believe that we were induced by fraud by you, a *borrower* or a *guarantor* to enter into the *mortgage*;
 - (ii) we have made reasonable attempts to locate you, a *borrower* or a *guarantor* but without success;
 - (iii) a court authorises us to begin enforcement proceedings; or
 - (iv) we reasonably believe that you, a *borrower* or a *guarantor* have removed or disposed of the *secured property* or that urgent action is necessary to protect the *secured property*.

4.5 Our enforcement rights

Subject to clause 4.4, at any time after an event of *default* occurs, we may sign anything and do anything we consider appropriate to recover the *debt* and deal with the *secured property*. We may do this how and when we decide in our absolute discretion, and with or without taking possession of the *secured property*, whether or not in conjunction with other *property*. We do not lose any rights or forgive any event of *default* unless we do so in writing. We can take action even if we do not do so promptly after the event of *default* occurs. If we hold collateral security, we can enforce any one of the securities first or all of them at the same time. Our costs of exercising these rights will form part of the *debt*. Without limitation, we may do any of the following if an event of *default* occurs.

- (a) Demand and require immediate payment of the *debt*.
- (b) Exercise any right, power or privilege conferred by law, the *mortgage* or any *other agreement*.
- (c) Deal with the *secured property* in any way we see fit (including the contracts and other *property* that form part of the *secured property*), including:
 - (i) sell the *secured property* in one line or by separate lots;
 - (ii) rescind, vary or complete any contract for sale of the *secured property*;
 - (iii) lease or license the *secured property* on any terms and for any period (and to the extent possible, no legislation operates to restrict or limit any lease or licence by us under this clause 4.5(c));
 - (iv) subdivide or consolidate the *secured property*;
 - (v) repair, cleanse, repaint, demolish, rebuild, alter or construct completely new buildings or structures on the *secured property*;

- (vi) prepare plans and specifications and obtain approvals from any competent authority in relation to the *secured property*;
 - (vii) give or transfer the *secured property* to any competent authority;
 - (viii) acquire additional *property* for development, sale or lease in conjunction with the *secured property*; or
 - (ix) carry on any business activities on the *secured property*.
- (d) Eject you or any other occupants from the *secured property* and take possession of the *secured property*. If we take possession of the *secured property*, we can subsequently withdraw from possession of the *secured property*.
 - (e) Direct any tenants to pay rent to us.
 - (f) Borrow or obtain financial accommodation on the security of the *secured property*, and lend or grant financial accommodation to a receiver on the security of the *secured property* for the purposes of enabling us or a receiver to exercise a right under the *mortgage*.
 - (g) Remove any *property* from the *secured property* (such as furniture and personal effects) and, after giving you not less than 30 days written notice, sell or otherwise deal with those goods without receiving any money for them.
 - (h) Pay any money owing to any person in relation to the *secured property* or goods on the *secured property* (for example, owing under hire purchase agreements and leases). Any amounts paid by us will form part of the *debt*.
 - (i) Appoint one or more persons to be joint or several agents, receivers, managers, or receivers and managers of the whole or any part of the *secured property* (including the contracts and other *property* that form part of the *secured property*) on terms and for fees approved by us. Those persons may exercise any of the powers conferred on us under the *mortgage* or conferred by law. We may remove any of those persons and appoint replacements whenever we wish.
 - (j) Pay and obtain a transfer or a discharge of any other *mortgage* or charge affecting the *secured property*.
 - (k) In addition to any other right of set-off we have, combine, consolidate or merge any of your accounts with us, and set-off the *debt* against them. We are not obliged to allow any set-off between the *debt* and any credit balance of any account conducted with us by any person.

4.6 Negation of restrictions

There may be some laws intended to limit mortgagees' rights. None of those laws will operate to limit our rights under the *mortgage* unless by law those rights cannot be negated. In particular, we need not give any notice before exercising any right, power (including the power of sale) or remedy under the *mortgage* unless required by law, and if the law does require notice, we need only give the shortest notice required by that law.

4.7 Interest on judgment

If a liability under the *mortgage* is subject to a judgment or order, you must pay interest to us on the amount of that liability at the higher of the rate payable under the judgment or order and the rate payable on the *debt*.

5. Things you need to know about different kinds of property and carrying out building works

5.1 Secured property under shared title

This clause 5.1 applies if all or any part of the *secured property* at any time comprises a lot within a strata scheme, a community title scheme, or any other shared ownership arrangement.

- (a) You must punctually pay all contributions and any other money which at any time is payable in respect of the *secured property* in connection with the shared title arrangement.
- (b) You must punctually comply with any obligations imposed on you in connection with the shared title arrangement (eg the by-laws).
- (c) We may in our discretion exercise any voting rights referable to the *secured property* in relation to the shared title arrangement.
- (d) You must have our interest in the *secured property* recorded in any appropriate records of the shared title arrangement (such as the strata roll).
- (e) You irrevocably authorise us at any time to obtain from anybody any information relating to the shared title arrangement.

5.2 Agricultural lands

This clause 5.2 applies if all or any part of the *secured property* at any time comprises agricultural or pastoral land.

- (a) You must properly manage and maintain the *secured property* and keep the *secured property* free from noxious animals and plants. If requested by us, you must grant to us security in a form specified by us over any existing or future produce of the *secured property* (including wool clips and agricultural crops) and any machinery, plant or water rights on or relating to the *secured property*.
- (b) You must comply with obligations under any statutory or other licences or quotas affecting or regulating production at or from the *secured property* or the sale of its produce.

5.3 Building works on the *secured property*

This clause 5.3 applies if any building works are commenced on the *secured property*. No building works may be commenced on the *secured property* without our prior written consent, which will not be unreasonably withheld. However, repairs and maintenance and urgent building works necessary to preserve the *secured property* may be carried out without our prior written consent.

- (a) You must complete the building works expeditiously in accordance with plans and specifications approved by us and with the requirements of any competent authority (for example, a local council).
- (b) You must comply with any obligations under any building contract and pay any money due in connection with the building works as it becomes due, including professional and consultancy costs.
- (c) You must not contract with any person in relation to any material part of the building works, or alter the plans and specifications or building contract for the building works, without our prior written consent, which will not be unreasonably withheld. You must require the builder to promptly and properly perform its obligations under any building contract.
- (d) Upon completion of the building works, you must obtain such certificates as we reasonably require to evidence that the building works have been properly completed (such as a certificate issued by a local government department or council). We may obtain any reports or other information we require during and upon completion of the building works at your cost.
- (e) If you breach any of your obligations in respect of the building works, we may (but are not obliged to) complete the building works and do anything we consider appropriate to complete the building works. We need not complete the building works and may sell the *secured property* in its existing state and condition. Any money that we spend completing the building works forms part of the *debt*.
- (f) We may decide not to make any advances to fund the building works until we are satisfied with the progress of the building works and have received any reports or other information we reasonably require.
- (g) In no circumstances will we be responsible for the building works, including any plans or specifications, even if we approve them and even if we pay the builder directly.
- (h) If we monitor the building works (such as inspecting construction or approving plans), we do so only for our own purposes. We do not owe you or anyone else any duty to exercise care or skill in doing so.

5.4 Leasehold *secured property*

This clause 5.4 applies if all or any part of the *secured property* at any time is leased to you (ie it is leasehold land).

- (a) You must comply with all of the terms of the relevant lease and promptly inform us of any *default* under the lease.
- (b) If the lease contains any option to renew, you must exercise the option to renew and grant to us a mortgage in a form approved by us over any lease for a further term unless we agree otherwise in writing.
- (c) You must not agree to any variation of any term of the lease or to any change in the rent without obtaining our prior written consent, which will not be unreasonably withheld.

6. General matters

6.1 Our right to inspect

You must give us and any agent we appoint access to the *secured property* when we request it so that we or our agents can:

- (a) inspect the *secured property*;
- (b) check that you are complying with the *mortgage*; and
- (c) do anything which we are entitled to do under the *mortgage*.

We will give you reasonable notice if we require access to the *secured property*. However, we may enter the *secured property* at any time without notice to take any urgent action required to prevent damage to or preserve the *secured property*.

6.2 You must notify us of certain things

You must promptly notify us in writing if an event of *default* occurs, there is any material damage to the *secured property*, or anything happens which materially affects the *secured property* or its value.

6.3 Severability

If any provision of the mortgage is or becomes illegal, invalid or unenforceable, it will be severed to the extent that it is illegal, invalid or unenforceable, and none of the remaining provisions will be affected in any other jurisdiction.

6.4 Consumer legislation

To the extent that the *mortgage* secures regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), the *mortgage* only secures the amount authorised by that legislation in relation to that credit. This clause 6.4 does not restrict how the *mortgage* secures unregulated credit. To the extent that the *mortgage* relates to regulated credit, any provisions which do not comply with the relevant consumer legislation have no effect in relation to that consumer credit.

6.5 Perfect security

You must sign anything and do anything we reasonably require to more effectively secure our rights over the *secured property* or to effect the stamping and registration of the *mortgage*. We may complete any blanks and fix any typographical errors in the *mortgage* and date it.

6.6 Governing law

The *mortgage* is governed by and interpreted in accordance with the law for the time being in force in the jurisdiction where the *secured property* is located, and the courts of that jurisdiction can deal with any matter relating to the *mortgage*.

6.7 Provide information

You must promptly comply with any of our requirements regarding 'know your customer' or similar identification procedures and produce any documents or other evidence requested by us in that regard.

6.8 How we can deal with the mortgage

We may assign, novate or otherwise deal with our rights and obligations under the *mortgage* in any way we wish. You must sign anything and do anything we reasonably require to enable any dealing with the *mortgage*. You must not assign, novate or otherwise deal with your rights or obligations under the *mortgage*. We may disclose information about you, the *secured property* and the *mortgage* to anybody involved in an actual or proposed assignment, novation or dealing by us of our rights under the *mortgage*.

6.9 Limitation of liability

- (a) If we enter into the *mortgage* as a custodian or trustee, we do so only in our capacity as custodian or trustee (as the case may be) and our liability is limited to the assets of the trust which are available to us to satisfy that liability. We are not liable under any circumstances to any party to the *mortgage* other than as custodian or trustee (as the case may be). This limitation of our liability applies despite any other provision of the *mortgage* and extends to all of our liabilities and obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the *mortgage*.

- (b) We are not obliged to do, or refrain from doing, anything under the *mortgage* (including without limitation incur any liability) unless our liability is limited in the same manner as set out in this clause 6.9.
- (c) No attorney, agent, receiver, or receiver and manager appointed in accordance with the *mortgage* has authority to act on behalf of us in a way which exposes us to any personal liability.

6.10 Your liability continues

Your obligations under the mortgage continue and remain unaffected despite anything that happens to you or a *borrower*.

6.11 Discharge of mortgage

We do not need to give a discharge of the *mortgage* until we are satisfied that there is no likelihood of any *debt* being due by you to us on any account whatsoever. Even if the *mortgage* is discharged, any part of the *debt* which is outstanding, or becomes outstanding after the discharge, must still be paid by you.

6.12 Power of Attorney

You irrevocably, and for valuable consideration, appoint us and any receiver, manager, or receiver and manager appointed by us, and each of our directors and managers, from time to time, alone or together, to be your attorneys, and authorise them to sign anything and do anything on your behalf (including in your name) we think fit to give effect to your obligations or our powers under the *mortgage*. In addition, the attorneys can exercise any powers, authorities, duties or functions as a trustee if you are a trustee, and may sign things and do things which benefit us.

6.13 Valuation and reports about the secured property

We may obtain independent valuations or other reports in relation to the *secured property* whenever and as often as we decide. You must assist this process by providing access to and information about the *secured property* if requested by us or any agent we appoint. We accept no responsibility if you rely on these valuations or reports. You should obtain your own valuations of the *secured property*.

6.14 If you are a trustee

If you are at any time a trustee of any trust, you are liable under the *mortgage* in your own right and as trustee of the trust. Accordingly, we can recover against the trust assets as well as you. You must ensure that there is no change of trustee, termination of the trust, or change to the terms of the trust without our prior written consent (which will not be unreasonably withheld).

6.15 How notices may be given

- (a) Subject to any applicable laws, we may give you any notice, statement, demand, court document (including any collection notice, *default* notice, court originating process or other court document) or other document connected to the *mortgage* by:
 - (i) giving it to you personally;
 - (ii) leaving it at or posting it to:
 - (A) your address shown on the *mortgage*;
 - (B) the *secured property*;
 - (C) your registered office if you are a company; or
 - (D) your address last known to us;
 - (iii) electronic transmission sent to your electronic address last known to us; or
 - (iv) any other means permitted by law.
- (b) Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on our behalf.

- (c) Subject to any applicable laws, you consent to any notice, statement, demand, court document or other document connected to the *mortgage* being given to you by electronic means, including any documents that would otherwise require personal service in accordance with the relevant court rules in force in the jurisdiction in which the *secured property* is located.
- (d) Any notice, statement, demand, court document or other document given by us to you will be deemed served:
 - (i) if posted, when it would have been delivered in the ordinary course of post; or
 - (ii) if sent by electronic transmission, on conclusion of transmission.

6.16 Waiver

We do not lose the power to exercise any of our rights under the *mortgage* unless we expressly waive that right in writing. Our rights under the *mortgage* do not merge in any judgment, and so we can, for example, take fresh proceedings if a judgment becomes stale.