# LOAN AGREEMENT

**1. Parties**

This Loan Agreement is made

**Between**

**Full Name (ABN or ACN)** of Address, ("the Borrower"),

**And**

**Full Name (ABN or ACN)** of Address ("the Lender"), together know as the "Parties".

## 2. Date of Agreement

This Agreement is effective Effective Date_____.

## 3. Period of Loan

This loan shall endure for a period of _____(Term Period of Loan) calculated from the Date of Agreement

## 3. Loan Amount

The Borrower promises to pay to the Lender _____(amount of money)  and Interest as well as other charges outlined below.

## 4. Interest

The Borrower shall be obliged to pay interest at the rate of 12 percent (%) per annum, the "Interest", such interest to be paid together with the capital sum of the loan at the end of the loan period.

Or

The Borrower shall be obliged to pay the Interest Rate in equal monthly instalments of percent 1 (%) on the first day of each month.

## 5. Prepayment

The Borrower shall be entitled to pay larger instalments than prescribed or the full balance of capital and interest at any time prior to the prescribed dates of payment. In any such event interest shall be calculated up to the date of payment.

## 6. Late Charge

The payment not remunerated within _____(period) of its due date shall be subject to a belatedly charge of _____percent (%) of the payment, not to exceed _____(amount)  for any such late instalment.

## 7. Default

If Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge Borrower interest on the unpaid balance at _____ percent (%) per year.

## 8. Collection Fees

If this note is placed with a legal representative for collection, then Borrower agrees to pay an attorney's fee of _____ percent (_____) of the voluntary balance. This fee will be added to the unpaid balance of the loan.

**9. Insolvency**

The full balance of the capital and interest shall become payable immediately if the Borrower becomes Insolvent.

**10. Severance**

Any provision of this Deed that is invalid or unenforceable will be read down where possible so as to be valid and enforceable, or, if that is not possible, will be severed from this Agreement to the extent of its invalidity of unenforceability, without affecting the remaining provisions, which will remain binding on the Parties.

**11. Dispute Resolution**

Where any dispute arises among the Parties as to the performance or interpretation of this Deed, the Parties will resolve the dispute in the following manner:

1. First, the Party raising the dispute must notify immediately the other Party of the dispute, providing a reasonable amount of information about the nature of the dispute.

2. Second, the Parties will meet as soon as possible, in person or by video conferencing, and attempt to resolve the dispute by discussion.

3. Third, if such negotiation fails, the Parties will refer the dispute to a mutually acceptable mediator, as soon as possible, to be resolved in accordance with an accepted code of mediation practice, and if they are unable to agree on a mediator then a relevant officer of the Institute of Mediators and Arbitrators Australia or a similar body must be requested to select a mediator for the Parties.

4. Fourth, except for urgent injunctions, only after steps (1) to (3) have been followed may a Party resort to litigation.

**12. Currency**

Any reference to "dollars" or "$" is a reference to the lawful currency of the Commonwealth of Australia (AUD), unless otherwise specified.

**13. Costs**

The Borrower shall be liable for the costs, if any, in respect of the drafting and execution of this contact.

**14. Payments**

All payments due from the Borrower to the Lender under this Agreement will be made by direct deposit to the following bank account:

1. Account Name: Lender's Account Name

2. Financial Institution: Lender's Bank Name

3. BSB Number: Lender's BSB No.

4. Account Number: Lender's Acc No.

## 15. Entire Agreement

The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of the contract shall be of any force and effect unless done in writing and signed by both parties.

**Execution**

Executed by both Parties on Date of Execution.

_____
Lender (Name)

_____
Borrower(Name)