

**Part A: Borrowers Obligations:**

1. The borrower, as referred to in this personal loan application forms, hereby agrees under contract to borrow the principle loan sum of K\_\_\_\_\_ which is to be repaid over \_\_\_\_\_ fortnightly instalments of K\_\_\_\_\_. The initial fortnightly installment is to commence on or about the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, until such time that the loan amount inclusive of principle and interest is repaid in full.
2. The borrower agrees to meet installments on the due dates and in the manner prescribed within this contract.
3. The borrower is to immediately advise Front Point Finance Limited T/A Xpress Finance (hereafter referred Xpress Finance) of any change in residential address of employment.
4. Should the borrower resign from, or be terminated by their employer, any final entitlements with their employer shall, in the first instance, be directed to Xpress Finance to meet associated debt obligations.

**Part B: Default**

5. An act of default will be deemed to have taken place under the following circumstances:
  - a) *The borrower fails to repay any component of principle or interest on the due date in terms of financial arrangements;*
  - b) *The borrower provides false or misleading information or data in relation to this agreement or*
  - c) *The borrower becomes insolvent or in declared bankrupt.*
6. Should the borrower suffer an act of default, as defined above, all monies owing to Xpress Finance become due and on demand.
7. All monies include principle loan sum, default interest charged at 8% each and every fortnightly repayment and associated enforcement expense as set out below.
8. As per clause 7 above the borrower may incur enforcement expenses should the loan fall in default as defined under clause 5 sub clause a) b), or c). Such expenses and costs include associated expenses reasonably incurred by Xpress Finance when exercising its rights of enforcement and or all other expenses and damages incurred by Xpress Finance as a direct / indirect result of your breaching this contract.

**Part C: Credit Information – Authority to obtain and provide personal, financial and credit information**

9. Such expenses, are referred to above, may be added to your outstanding loan balance at any time and at the discretion of Xpress Finance. Accordingly, the balance becomes due and payable on demand.
10. The undersigned borrower authorizes Front Point Finance Limited T/A Xpress Finance to:
  - a) *Obtain a credit report containing personal financial and credit information in relation to the undersigned from a Credit Reporting Agency;*
  - b) *Utilize the credit report to assist in the assessment of any loan or credit application by the borrower;*
  - c) *Exchange personal financial and credit information in relation to the undersigned borrower with other credit providers including details of loans obtained from Front Point Finance Limited T/A Xpress Finance and;*
  - d) *Inform a Credit Reporting Agency of any default in the payment of the credit provided to the undersigned borrower.*

**Part D: Indemnity by Borrower**

11. It is acknowledged that the borrower certifies that the information contained within this agreement is true and correct in every particular.

**Part E: Borrowers Acknowledgement**

12. I, \_\_\_\_\_ of \_\_\_\_\_ (address) the borrower, hereby confirm and acknowledge the following:
  - a) *That I have fully read and understood the terms and conditions of this contract as set out above, and*
  - b) *Acknowledge that by signing this contract I am legally bound by the said terms and conditions therein.*

Executed by the said parties on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
For and on behalf of Front Point Finance Limited  
T/A Xpress Finance