

Gateway Bank

Notice of Change



Important Information about our Consumer Loan Terms and Conditions

We have recently undertaken a review of the Bank's Terms and Conditions. Effective from 1 July 2024, Gateway Consumer Loan's will be subject to the Consumer Loan Terms and Conditions Version 7, which will replace our existing consumer loan terms conditions in full and will apply to new and existing Gateway Bank consumer loan borrowers.

You can access a copy of the new Consumer Loan Terms and Conditions here: [Consumer Loan Terms and Conditions](#).

Below is a summary of the key changes we have made to our Consumer Loan Terms and Conditions that you should know about. The summary below does not replace reading Version 7 of the T&Cs in full.

General Changes	
Language	We have made the language more clear, consistent and consumer friendly.
'IMPORTANT' boxes	We have set out key terms that you should be aware of in bold text in boxes with the word 'IMPORTANT' to draw your attention to these important terms. These boxes do not replace reading the term in full.
Unfair contract terms	We have removed or amended terms that may be considered unfair contract terms under the unfair contract terms legislation.
Specific Changes	
Customer Owned Banking Code of Practice	<p>We have clarified that will comply with the requirements of the Customer Owned Banking Code of Practice where those requirements apply to your dealings with us.</p> <p>See clause 1.2 of the Version 7 T&Cs.</p>
Interest	<p>We have re-drafted the provisions dealing with interest to ensure that they are clear and easy to understand, including clarifying how interest is calculated, when interest is debited to your account, and when default interest applies.</p> <p>See clause 2 of the Version 7 T&Cs.</p>
Early repayments	<p>We have clarified that if you make additional payments or repay your loan in full:</p> <ul style="list-style-type: none"> ▲ fees may be payable; and ▲ you may be able to redraw any excess repayments. <p>See clause 3.2 of the Version 7 T&Cs.</p>
Method of making repayments	<p>We have clarified that if you make your repayments by direct debit:</p> <ul style="list-style-type: none"> ▲ you must ensure there are sufficient funds in your nominated bank account and keep that account open; and ▲ if an attempted direct debit fails, we may make reasonable further attempts to direct debit your account until the direct debit is successful. <p>We have also clarified that:</p> <ul style="list-style-type: none"> ▲ the amount of each payment may include any applicable direct debit fees, taxes or charges relating to the payment method in addition to your repayment amount; and ▲ if any payment is dishonoured, the payment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received by us. <p>See clause 3.3 of the Version 7 T&Cs.</p>

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<p>If you are in arrears</p>	<p>We have added that if your loan is in arrears while one or more of your other accounts with us have funds available to be drawn, we may appropriate from any one or more of those accounts to pay some or all of your arrears.</p> <p>See clause 3.5.3 of the Version 7 T&Cs.</p>
<p>Death of a borrower</p>	<p>We have clarified that your loan must be repaid within 180 days from the date the last borrower dies unless other arrangements are made for the continuation of the loan to our satisfaction. We will discuss this with your executor or beneficiaries and seek to agree to a mutually acceptable solution.</p> <p>See clause 3.6 of the Version 7 T&Cs.</p>
<p>About the security property</p>	<p>We have added new provisions that apply if you have provided any security for your loan. These include that you must:</p> <ul style="list-style-type: none"> ▲ keep the security property in good condition and repair and not do anything that is likely to materially lower the value of the security property; ▲ not change where the security property is usually located; ▲ tell us if the security property is stolen, lost, seriously damaged or materially defective; ▲ not mortgage, charge or grant a security interest over the security property to another person; ▲ not make any alterations to the security property or remove any identification numbers; ▲ comply with all laws relating to the use, operation, maintenance and possession of the security property, including obtaining any necessary licenses or permits; ▲ on request by us with reasonable notice, allow or arrange for us to inspect the security property; ▲ immediately notify us if you become aware that another person may or will register a security interest over the security property; ▲ deliver the security property to us if we are entitled to take possession of it; and ▲ if the security property is stolen, lost, destroyed or damaged so that repair is impractical or uneconomic, repay the loan, less any insurance money paid to us, on not less than 30 days notice. <p>See clauses 4.2, 4.3 and 4.6 of the Version 7 T&Cs.</p>
<p>Insuring the security property</p>	<p>We have added new provisions that deal with insuring the security property, which clarify that:</p> <ul style="list-style-type: none"> ▲ you must maintain insurance in respect of the security property against fire, theft, accident and other usual risks, and any other risk we reasonably require; ▲ you must pay all insurance premiums relating to insurance of the security property on or before the due date; ▲ you must ensure that our interest as mortgagee/secured party is noted on the insurance policy, and you must provide us with evidence of the policy and its currency when we ask; ▲ if you do not take out and keep current all required insurance, or if you do not give us evidence of this on request, we may take out any insurance we reasonably see fit and debit the cost to your loan account; and ▲ if you make a claim and the insurer refuses, you must tell us, and we can ask you to give us your rights to take further action against that insurer on your claim. <p>See clauses 4.4-4.5 of the Version 7 T&Cs.</p>

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Redraw	<p>We have re-drafted the provisions dealing with redraw to ensure that they are clear and easy to understand, including clarifying that:</p> <ul style="list-style-type: none"> ▲ we may reduce the amount you can redraw by the estimated amount of your next scheduled repayment; and ▲ if you request a redraw and your existing repayments are not sufficient to repay the loan over the remaining term, we may recalculate your future repayments. <p>See clause 5 of the Version 7 T&Cs.</p>
Overdraft accounts	<p>We have re-drafted the provisions dealing with overdraft accounts to ensure that they are clear and easy to understand, including clarifying that:</p> <ul style="list-style-type: none"> ▲ we may change, suspend or cancel your overdraft account (including reduce your credit limit) at any time; ▲ we will give you at least three months' notice if we convert your overdraft account to a variable rate loan account with principal and interest repayments; ▲ if we reduce your credit limit, you must repay any amount owing in excess of the new credit limit, and if we cancel your overdraft account, you must repay the amount owing under your overdraft; ▲ we will endeavour to give you adequate notice before we reduce your credit limit, but we reserve the right to act immediately; ▲ we will give you at least three months' notice if we cancel your overdraft account unless you have breached your loan agreement or an event of default has occurred; ▲ if your loan offer specifies a term for your overdraft account, we will give you at least three months' notice if we will not extend the term of your overdraft account unless you have breached your loan agreement or an event of default has occurred; ▲ if you exceed your credit limit without our written consent, the amount by which you have exceeded the credit limit must be repaid, and we may charge default interest on that amount until it is repaid; and ▲ if a transaction would cause the balance of your overdraft account to exceed the credit limit, we may, without notice, decline, stop or reverse the transaction. <p>See clause 6 of the Version 7 T&Cs.</p>
Government charges and GST	<p>We have clarified that we may debit any duties, taxes and charges payable in connection with your loan to your loan account as and when they become payable. We have also clarified that if any payment to us is for a taxable supply for the purposes of GST or any similar tax, you must pay to us an additional amount equal to the tax relating to that supply.</p> <p>See clause 8.3 of the Version 7 T&Cs.</p>
Changes to your loan agreement	<p>We have clarified the types of changes we may make to your loan agreement and how much notice we will give you if we vary your loan agreement. We have also clarified that if you are not satisfied with any change to your loan agreement, you may repay your loan, and we will not charge you any fees for terminating your loan agreement except our reasonable third party costs incurred in discharging any security and finalising your loan account.</p> <p>See clause 9 of the Version 7 T&Cs.</p>
Events of default	<p>We have re-drafted the events of default to ensure that they are consistent with industry best practice and are not considered unfair to you.</p> <p>See clauses 10.2-10.3 of the Version 7 T&Cs.</p>

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Rights on enforcement	<p>We have re-drafted the provisions dealing with our rights on enforcement to ensure that they are consistent with industry best practice.</p> <p>See clauses 11.1-11.3 of the Version 7 T&Cs.</p>
Enforcement expenses	<p>We have added a clause that clarifies when you will have to pay enforcement expenses, and included some examples of the types of enforcement expenses you may have to pay (such collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching your loan agreement).</p> <p>See clause 11.5 of the Version 7 T&Cs.</p>
Our AML rights	<p>We have added new provisions dealing with our anti-money laundering and counter-terrorism financing obligations, including the circumstances in which we may require repayment of your loan, or we may delay, block, freeze or refuse a transaction from your loan account.</p> <p>See clause 12.3 of the Version 7 T&Cs.</p>
Governing law	<p>We have clarified that your loan agreement is usually governed by the laws of the Australian state or territory in which you reside. We have also clarified which law applies to your loan agreement if any borrower does not ordinarily reside in Australia.</p> <p>See clause 12.6 of the Version 7 T&Cs.</p>
Identification information	<p>We have clarified that must provide us with any information we request about you or anyone authorised to operate your loan account.</p> <p>See clause 12.10 of the Version 7 T&Cs.</p>
If there is a trustee in bankruptcy or liquidator	<p>We have added that if a trustee in bankruptcy or liquidator is appointed to you, and they ask us to refund a payment we have received in relation to your loan, we may treat the original payment as if it had not been made except for the purpose of calculating interest payable by you.</p> <p>See clause 12.11 of the Version 7 T&Cs.</p>
Third party systems	<p>We have clarified that our provision of services and finance is dependent on third party systems and financing, and we will not be liable to you for any failure or delay in meeting our obligations to you to the extent that they are beyond our reasonable control.</p> <p>See clause 12.12 of the Version 7 T&Cs.</p>