SPECIAL ASSISTANCE FOR STUDENTS PROGRAM

Inside you should find (tick to make sure you have each one):

☐ ‘Student Loans: What You Need To Know’ fact sheet
☐ ‘Alternatives To A Student Loan’ fact sheet
☐ Budget planner and Budgeting fact sheet
☐ Step by step checklist
☐ Financial Advisors list
☐ Student loan forms (2 x copies)
☐ Guarantor forms (2 x copies)

Special Assistance loans are for:

- Full time Higher Education students only
- Amounts up to $1500, with any loan over $500.00 requiring a guarantor
- To be repaid over a maximum period of 12 months
#1: What Is The Student Loan Pack?

The Student Loan Pack is an envelope (or .pdf download) with all of the information and forms you need to prepare you for applying for a student loan. The aim is to make you as ready as possible for your first loan appointment with a financial advisor, so that the whole student loan process is as quick and easy as possible!

#2: About The Student Loans

Student loans are available to full time students of Swinburne University and are for expenses related to your study such as books, stationery, or maybe bigger things like a computer or printer.

In some cases, where there are exceptional circumstances, loans can also be for things like rent or a bill that has arrived unexpectedly.

Loans are not given for any sort of recreational expense, to cover credit card debt, fines or for any ‘luxuries’. It is also important to remember that loans are for one off expenses, and are not intended to be a regular supplement for your income.

These loans are completely interest free as long as they are paid back within the agreed upon time.

#3: How Do I Qualify?

To qualify for a student loan you need to demonstrate three things:

- You are an enrolled, full time, student of Swinburne University and have paid your fees in full (students on an installment plan for their fees are not eligible for loans until their plans are completed).
- The loan is for a study related expense for which you have obtained a quote, or quotes.
- That you will be able to pay the loan back within the agreed time.

#4 How Much Can I Loan? And How Long Will I Have To Pay It Back?

How much you can loan will depend on what you need to purchase. Loans are always for a specific purchase or need and not just for a cash amount.
The amount you can borrow will also depend on what kind of study you are undertaking. The three kinds of loans are:

- **Special Assistance Loans** – Available to higher education students for amounts up to $1500.00. These loans are to be repaid over a maximum period of 12 months.
- **Student Aid Loans** – For TAFE students. The maximum loan amount is $600.00, with repayments over a maximum of 6 months.
- **Overseas Student Loans** – Are for overseas students and are set at a maximum of $500.00. As these loans are intended to be for a short term repayment is usually set for as soon as possible, but can be for as long as six months. All overseas loans must be approved by an advisor from the International Student Unit.

**#5 Do I Need A Guarantor?**

Any student that is under the age of 18 or applying for a loan over $500.00 will need a guarantor. A guarantor can be any person that is willing to pay off your debt if you do not finish paying off your loan. By signing the guarantor form your guarantor is sharing in the legal responsibility for your debt.

**#6 What Happens If I Don’t Pay My Loan Back?**

Entering into a loan is a serious, and legally binding, commitment. If your loan is not paid back within the agreed upon period of time you will have a debt to the University. This will mean:

- That the University may begin charging you interest on the outstanding amount of your loan, meaning the amount you owe will increase.
- You will not be able to access the library services and your computer account will be suspended until your debt is cleared.
- Your results will be withheld until you pay off your debt.
- You will not be able to enrol in any further courses of study until your debt is cleared.
A loan can be a big responsibility, so it's important to make sure you know what you're getting into, and what your options are. Before applying it is a good idea to consider what other options you might have, and which option will be best for you. By choosing the right option you can save yourself time and money in the long run.

Have you considered these options as an alternative to a Swinburne Student Loan?:

- Lay-by - Paying by installments for goods that are set aside for you.
- Flexi-rent - Obtaining goods by renting them with an option to purchase at the end of the ‘lease’. Do a cost comparison as overall the item may be more expensive when purchased this way.
- Request an extension of time to make payment on a bill.
- Make fortnightly or monthly payments so that you are not hit with big bills that need to be paid quickly. This will also establish a record of consistent payments with a company, making them more likely to grant an extension on a bill if you fall behind.
- Have a garage sale, or sell an unneeded asset. For example, a piece of sporting equipment you no longer use.
- Reduce your expenses by only buying the essentials.
- Renegotiate any existing loan repayments you have for a longer term, making your monthly repayments smaller.
- Stagger your purchases. For example, buy a computer now, then buy the printer in six months time so you are not paying so much all at once.
- Purchase a second hand or refurbished item. These will usually be much cheaper than buying the same product new.
- Ask family or friends for assistance. Draw up an agreement to formalise the repayment so it’s not so uncomfortable.
Alternatives To A Student Loan continued...
Finance

- Split a common purchase with a friend or family member to cut down the amount you need to pay.

- Buy in bulk. Get a group of friends together that wish to purchase a similar item and make a deal with a supplier.

- Look for scholarships or grants.

- Look in opportunity shops for cheap clothes and household items.

- Take out a loan from a financial institution that offers student specific packages, or deferred repayments.

- Contact the Good Shepherd Buying Service (government pensioners or health care card holders only) and they will shop around and get the best purchase price on your behalf, saving you money.

- Utilise community agency food handouts or transport vouchers and use your money for that unexpected cash crisis.
Managing your money can be difficult, especially if you've just moved out of home or if this is the first time you're paying your own bills and living off your own income. A budget is a good way to look at your income and expenses and figure out a way of making your money last. If you don't watch what you're spending you'll be surprised at how quickly your money can disappear!

When budgeting there are some things that can make the whole process a bit smoother:

- Figure out whether you'll be budgeting weekly, fortnightly or monthly. It's a good idea to work your budget out for a short period of time, even if you get paid fairly infrequently.
- Decide how much money you'll have to spend per week then pick a day to go to the bank and take it out. It's easier to stick to your budget if you can see how much you've spent, and how much you have left.
- Be careful when using EFTPOS and other forms of electronic transactions. It's easy to go over budget when you can't see what you're spending, or when you're making a lot of little purchases.
- Only withdraw money from your own banks ATM. Withdrawing money from other banks ATMs usually means that you'll be charged extra.
- Transfer your rent money into a different account, or arrange to pay it more frequently. If you separate rent money from money you spend, then there's no chance of accidentally spending it!
- Get together with housemates or friends and buy food, fruit and vegetables in large quantities. You'll be surprised at how much you can save.
- Don't forget to put aside money in your budget for irregular expenses, or bills that only come once a year, like car registrations. If you put a little bit aside each week, or fortnight, you won't be caught out when the bigger bills arrive.
- Last but not least, leave yourself some room in your budget to have fun! You're more likely to stick to your budget if you can still enjoy yourself a little bit. This might mean something as simple as putting $5.00 aside to have a takeaway meal once a week.

For further information:

Student Services
http://www.swin.edu.au/stuserv
### Budget Planner

**Student Services**

**Budget Planner**

**Finance**

---

**YOUR DETAILS (PLEASE PRINT CLEARLY AND TICK OFF EACH ITEM AS YOU ADD IT)**

<table>
<thead>
<tr>
<th>YOUR NAME</th>
<th>FIRST NAME</th>
<th>SURNAME</th>
</tr>
</thead>
</table>

**REASON FOR BUDGET?**

- [ ] To manage my money better
- [ ] For a student loan application
- [x] Other (please specify): [ ]

---

**BUDGET DETAILS**

It is best to choose a budget period that fits in with when you receive income. So if you get paid fortnightly, for example, then you will probably find a fortnightly budget will be most successful for you.

**BUDGET PERIOD:**

- [ ] Weekly
- [ ] Fortnightly
- [ ] Monthly

---

**INCOME**

Include all income you will receive in the chosen period (weekly, fortnightly or monthly) whether it is pay from working, a payment from Centrelink or regular support from a friend or family member. Do not include amounts you will only receive once, or will receive irregularly.

- [ ] INCOME FROM PAID WORK $ [ ]
- [ ] INCOME FROM A CENTRELINK PAYMENT OR BENEFIT $ [ ]
- [ ] REGULAR SUPPORT OR GIFTS $ [ ]
- [ ] OTHER (PLEASE SPECIFY) $ [ ]

**TOTAL AMOUNT:** $ [ ]

---

**EXPENSES**

Include all your expenses for the period, even if you don’t have to pay them in that time. For example rent is usually due monthly, but you should include the weekly or fortnightly cost of your rent in your budget. You will also need to put aside money each week for items you buy irregularly, such as clothes and school books, and expenses that only come once a year (like car registration).

- [ ] RENT OR BOARD $ [ ]
- [ ] FOOD AND SUPERMARKET SHOPPING (E.G. TOILETRIES ETC.) $ [ ]
- [ ] ELECTRICITY, GAS AND WATER COSTS $ [ ]
- [ ] TELEPHONE COSTS, INCLUDING MOBILE $ [ ]
- [ ] TRANSPORT COSTS (PUBLIC TRANSPORT, PETROL AND CAR EXPENSES) $ [ ]
- [ ] MEDICAL COSTS (E.G. PRESCRIPTIONS ETC.) $ [ ]
- [ ] ENTERTAINMENT $ [ ]
- [ ] STUDY RELATED COSTS (E.G. PENS AND MATERIALS) $ [ ]
- [ ] SAVINGS FOR YEARLY EXPENSES (TEXTBOOKS, REGISTRATIONS ETC.) $ [ ]
- [ ] OTHER (PLEASE SPECIFY) $ [ ]

---

**REMAINING**

Add up your total income and expenses to find out how much you will have remaining at the end of your budget cycle.

- [ ] TOTAL INCOME $ [ ]
- [ ] TOTAL EXPENSES $ [ ]

**REMAINING:** $ [ ]

---

*Student Loan Pack 05 - Budget planner 2006*
Student Services

Financial Advisors

**CROYDON**
Sara Gowan
Student Services, room A131
Ph: 03 9726 1712
Email: sgowan@swin.edu.au

**HAWTHORN**
Susan Barnes & Beth Graham
Student Information Centre, Swinburne Place West Building
Ph: 03 9214 8882 & 03 9214 8953
Email: sbarnes@swin.edu.au & bgraham@swin.edu.au

**LILYDALE**
Jan Simmons
Student Centre, LA Building, room LA102g
Ph: 03 9215 7105
Email: jansimmons@swin.edu.au

**PRAHRAN**
Ben Hutton
Student Services, level 2 of the PK Building
Ph: 03 9214 6728
Email: bhutton@swin.edu.au

**WANTIRNA**
Glenda Rebeiro
Student Services, WD Building, room 259
Ph: 03 9210 1905
Email: grebeiro@swin.edu.au
Follow the steps to prepare for your interview with the Financial Advisor at your campus.

**STEP #1:** Checked to make sure you have all the forms and have read the relevant information:

- [ ] I have completed the checklist on the front of the pack to make sure I have everything I need
- [ ] I have read the ‘Student Loans: What You Need To Know’ fact sheet
- [ ] I have read the student loan forms

**STEP #2:** Have you considered other alternatives to a student loan?

- [ ] I have read the ‘Alternatives To A Student Loan’ fact sheet

**STEP #3:** Before you make an appointment you will need to complete:

- [ ] Budget planner
- [ ] Student loan forms
- [ ] Guarantor forms (if you’re not sure if you need a guarantor go back and read the ‘Do I Need A Guarantor?’ section of the ‘Student Loans: What You Need To Know’ fact sheet)

**STEP #4:** You will also need to provide information on your finances and the item you wish to purchase during your loan interview. Some things you may need:

- [ ] A quote (you need at least one written quote for any item you want to loan money for)
- [ ] Payslips and bank statements
- [ ] Centrelink paperwork

**STEP #5:** You are now ready to make your appointment! To make an appointment visit the Student Services office on your campus, or contact your campus Financial Advisor

- [ ] I have made my appointment

If you have any trouble with the forms, or are not sure of something, please make an appointment to discuss your student loan application with a financial advisor.
Finance

LOAN AGREEMENT with GUARANTEE
Special Assistance For Students Program

CAMPUS OF PRIMARY STUDY (PLEASE TICK TO INDICATE)

☐ CROYDON ☐ HAWTHORN ☐ LILYDALE ☐ PRAHRAN ☐ WANTIRNA

THIS LOAN AGREEMENT:

Is made on the...

........ day of ................................................................. 20 ......

BETWEEN

SWINBURNE UNIVERSITY OF TECHNOLOGY
of John Street HAWTHORN VIC 3122
(“Swinburne”)

AND

Name

........................................................................................................

(“Student”)

KEY FINANCIAL INFORMATION REGARDING YOUR STUDENT LOAN

AMOUNT OF LOAN

$ ..............................................................

TOTAL INTEREST PAYABLE
If the Loan Amount is repaid by the Repayment Date, no interest will be payable. Otherwise the maximum interest will be calculated in accordance with the method described below.

INTEREST FREE PERIOD
The period up to the Repayment Date or the happening of a Repayment Event, whichever is the earlier.

DEFAULT RATE
15% per annum.

METHOD OF CALCULATING DEFAULT INTEREST
The Average Quarterly Loan Amount will be multiplied by the Default Rate and the number of days in the relevant quarter as a fraction of the number of days in the year. Interest will be calculated and compounded with the Loan Amount quarterly.

CONDITIONS OF YOUR LOAN

RECITALS

A: The Student has requested that Swinburne advance the Loan Amount to the Student under the SPECIAL ASSISTANCE FOR STUDENTS LOAN PROGRAM which Swinburne has agreed to do subject to the following terms and conditions.

1 0306223.ASN
OPERATIVE PART

1. Definitions
The following words shall have these meanings in this Agreement unless the contrary intention appears:

"Average Quarterly Loan Amount" means the sum of the Loan Amount at the end of each day of the relevant quarter in which the Loan Amount remained outstanding divided by the total by the number of days in the relevant quarter.

"Default Rate" means the rate specified as the Default Rate in the Schedule.

"Guarantee" means the Agreement specified as the guarantee in the Schedule whereby the Guarantor agrees to guarantee the Student's obligations under this Agreement.

"Guarantor" means the person specified in the Schedule as the Guarantor.

"Loan Amount" means the amount specified as the Loan Amount in the Schedule to this Agreement, less any amounts repaid, together with any interest compounded with the Loan Amount.

"Repayment Event" means the occurrence of any of the following:

- The Student ceases full time studies at Swinburne; or
- The course of study, address or enrolment details are altered by the Student and the Student fails to notify the Financial Adviser, Student Records and the Finance Office of Swinburne; or
- A representation or warranty made by or on behalf of the Student in connection with the Student's application for the loan is found to be incorrect or misleading.

2. The Loan
In consideration of the terms and conditions herein contained Swinburne hereby advances to the Student the Loan Amount, the receipt of which the Student hereby acknowledges.

3. Repayment of Loan Amount
The Student shall repay the Loan Amount to Swinburne by the earlier of the Repayment Date or the date of the occurrence of a Repayment Event.

4. Interest
- No interest is payable on the Loan Amount by the Student in respect the period up to and including the Repayment Date or the occurrence of a Repayment Event, whichever is the earlier.
- If the Student has not paid the Loan Amount the Repayment Date or the occurrence of a Repayment Event, whichever is the earlier, the Student shall pay interest on the Loan Amount calculated by multiplying the Average Quarterly Loan Amount by the Default Rate and the number of days in the relevant quarter as a fraction of the number of days in the year.
- Interest shall be compounded with the Loan Amount on a quarterly basis.

5. Withholding Results
If the Student has not repaid the Loan Amount by the Repayment Date or the occurrence of a Repayment Event, whichever is the earlier, Swinburne may withhold the Student's academic results and prevent the Student from graduating.

6. Costs Charges Expenses and Indemnities
The Student agrees to pay or reimburse Swinburne on demand for:

- Swinburne's costs, charges and expenses in enforcing and doing anything in connection with this Agreement including, without limitation, legal costs and expenses on a full indemnity basis; and
- all stamp duties, fees, taxes and charges which are payable in connection with this Agreement or a payment receipt or other transactions contemplated by it.

7. Notice
Any notice or approval or consent in connection with this agreement must be left at the address of the addressee or sent by pre-paid post to the address of the addressee.

8. Guarantee

The obligations of the Student under this Agreement are guaranteed pursuant to the Guarantee.

9. Changes to Student Details

The Student must promptly advise Swinburne's Finance Office of any change in the information contained in the Schedule to this Agreement.

10. Acknowledgement

The Student acknowledges that he or she has received and read a copy of this Loan Agreement and the information statement "Things You Should Know About Your Proposed Credit Contract", and has retained a copy of the Loan Agreement for his or her records.

11. Counterparts

This Loan Agreement may be executed in any number of counterparts each of which is an original instrument and all of which constitute one and the same instrument.

IMPORTANT

THINGS YOU MUST KNOW

- You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain (or try to obtain) any credit by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. If this contract document says so, you must take out insurance over any mortgaged property.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

BEFORE YOU SIGN!

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under this contract.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".
- Fill in or cross out any blank spaces.
- Get a copy of this contract.
- DO NOT SIGN this contract document if there is anything you do not understand.

SIGNATURES

SIGNED as an Agreement in Victoria.

SIGNED by the said Student:

-----------------------------------------------
Signature of Student

SIGNED for and on behalf of SWINBURNE UNIVERSITY OF TECHNOLOGY by its authorised Officer:

-----------------------------------------------
Signature of Authorised Officer
## SCHEDULE

### ENROLLMENT DETAILS OF STUDENT

<table>
<thead>
<tr>
<th>Year Of Study</th>
<th>First</th>
<th>Second</th>
<th>Third</th>
<th>Fourth</th>
<th>Fifth</th>
<th>Sixth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course</td>
<td>………………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Number</td>
<td>………………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Of Birth</td>
<td>………………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term Address</td>
<td>………………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term Telephone</td>
<td>( ... ) …………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Telephone</td>
<td>………………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail address</td>
<td>………………………………………………………………………………………………………</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NAME AND CONTACT DETAILS OF SECONDARY CONTACT (AT AN ADDRESS OTHER THAN STUDENT’S SEMESTER ADDRESS)

**Name:** …………………………………………………………………………………………………………

**Address:** …………………………………………………………………………………………………………

### LOAN DETAILS (GUARANTOR FORM TO BE ATTACHED)

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>$ …………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repayment Date</td>
<td>The ………… of ………………… 20 ……</td>
</tr>
</tbody>
</table>

**Default Rate:** 15 % per annum

**Guarantee:** The agreement between Swinburne and the Guarantor dated the ……………… of ………………… 20 ……

**Guarantor’s Name:** …………………………………………………………………………………………………………

**Have you previously had a loan from Swinburne?**

- Yes
- No

If yes, when was the loan repaid? …………………………………………………………………………………………………………

I …………………………………………………………………………………………………………………… Permit the Finance Officer to obtain a copy of my academic record.

Signed ……………………………………………………………………………………………………………………

### DEPARTMENTAL CERTIFICATE OF EDUCATIONAL PROGRESS (ONLY FULL TIME STUDENTS ARE ELIGIBLE FOR LOANS)

I certify that the progress of (student’s name) ……………………………………………………………………………………………………… is ……………

- Good
- Satisfactory
- Poor
- OR
- That the above student is newly enrolled in the course

**Name of Staff:** ……………………………………………………………………………………………………………………

**Head/Nominee:** ……………………………………………………………………………………………………………………

**Signature:** …………………………………………………………………………………………………………………… **Date:** …………………

**Date Received:** ……………………………………………………………………………………………………………………

**Date Completed:** ……………………………………………………………………………………………………………………
Finance
LOAN AGREEMENT with GUARANTEE
Special Assistance For Students Program

CAMPUS OF PRIMARY STUDY (PLEASE TICK TO INDICATE)

- CROYDON
- HAWTHORN
- LILYDALE
- PRAHRAN
- WANTIRNA

THIS LOAN AGREEMENT:

Is made on the... ....... day of .......................................................... 20 ......

BETWEEN

SWINBURNE UNIVERSITY OF TECHNOLOGY

of John Street HAWTHORN VIC 3122

(“Swinburne”) of the first part

AND

Name

................................................................. (“Student”)

KEY FINANCIAL INFORMATION REGARDING YOUR STUDENT LOAN

| AMOUNT OF LOAN | $ ........................................... |

TOTAL INTEREST PAYABLE

If the Loan Amount is repaid by the Repayment Date, no interest will be payable. Otherwise the maximum interest will be calculated in accordance with the method described below.

INTEREST FREE PERIOD

The period up to the Repayment Date or the happening of a Repayment Event, whichever is the earlier.

DEFAULT RATE

15% per annum.

METHOD OF CALCULATING DEFAULT INTEREST

The Average Quarterly Loan Amount will be multiplied by the Default Rate and the number of days in the relevant quarter as a fraction of the number of days in the year. Interest will be calculated and compounded with the Loan Amount quarterly.

CONDITIONS OF YOUR LOAN

RECITALS

A: The Student has requested that Swinburne advance the Loan Amount to the Student under the SPECIAL ASSISTANCE FOR STUDENTS LOAN PROGRAM which Swinburne has agreed to do subject to the following terms and conditions.
OPERATIVE PART

1. Definitions

The following words shall have these meanings in this Agreement unless the contrary intention appears:

"Average Quarterly Loan Amount" means the sum of the Loan Amount at the end of each day of the relevant quarter in which the Loan Amount remained outstanding divided by the total by the number of days in the relevant quarter.

"Default Rate" means the rate specified as the Default Rate in the Schedule.

"Guarantee" means the Agreement specified as the guarantee in the Schedule whereby the Guarantor agrees to guarantee the Student's obligations under this Agreement.

"Guarantor" means the person specified in the Schedule as the Guarantor.

"Loan Amount" means the amount specified as the Loan Amount in the Schedule to this Agreement, less any amounts repaid, together with any interest compounded with the Loan Amount.

"Repayment Event" means the occurrence of any of the following:

- The Student ceases full time studies at Swinburne; or
- The course of study, address or enrolment details are altered by the Student and the Student fails to notify the Financial Adviser, Student Records and the Finance Office of Swinburne; or
- A representation or warranty made by or on behalf of the Student in connection with the Student's application for the loan is found to be incorrect or misleading.

2. The Loan

In consideration of the terms and conditions herein contained Swinburne hereby advances to the Student the Loan Amount, the receipt of which the Student hereby acknowledges.

3. Repayment of Loan Amount

The Student shall repay the Loan Amount to Swinburne by the earlier of the Repayment Date or the date of the occurrence of a Repayment Event.

4. Interest

- No interest is payable on the Loan Amount by the Student in respect the period up to and including the Repayment Date or the occurrence of a Repayment Event, whichever is the earlier.
- If the Student has not paid the Loan Amount the Repayment Date or the occurrence of a Repayment Event, whichever is the earlier, the Student shall pay interest on the Loan Amount calculated by multiplying the Average Quarterly Loan Amount by the Default Rate and the number of days in the relevant quarter as a fraction of the number of days in the year.
- Interest shall be compounded with the Loan Amount on a quarterly basis.

5. Withholding Results

If the Student has not repaid the Loan Amount by the Repayment Date or the occurrence of a Repayment Event, whichever is the earlier, Swinburne may withhold the Student's academic results and prevent the Student from graduating.

6. Costs Charges Expenses and Indemnities

The Student agrees to pay or reimburse Swinburne on demand for:

- Swinburne's costs, charges and expenses in enforcing and doing anything in connection with this Agreement including, without limitation, legal costs and expenses on a full indemnity basis; and
- all stamp duties, fees, taxes and charges which are payable in connection with this Agreement or a payment receipt or other transactions contemplated by it.

7. Notice
Any notice or approval or consent in connection with this agreement must be left at the address of the addressee or sent by pre-paid post to the address of the addressee.

8. Guarantee

The obligations of the Student under this Agreement are guaranteed pursuant to the Guarantee.

9. Changes to Student Details

The Student must promptly advise Swinburne's Finance Office of any change in the information contained in the Schedule to this Agreement.

10. Acknowledgement

The Student acknowledges that he or she has received and read a copy of this Loan Agreement and the information statement "Things You Should Know About Your Proposed Credit Contract", and has retained a copy of the Loan Agreement for his or her records.

11. Counterparts

This Loan Agreement may be executed in any number of counterparts each of which is an original instrument and all of which constitute one and the same instrument.

**IMPORTANT**

**THINGS YOU MUST KNOW**

- You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain (or try to obtain) any credit by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. If this contract document says so, you must take out insurance over any mortgaged property.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

**BEFORE YOU SIGN!**

- **READ THIS CONTRACT DOCUMENT** so that you know exactly what contract you are entering into and what you will have to do under this contract.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".
- Fill in or cross out any blank spaces.
- Get a copy of this contract.
- **DO NOT SIGN** this contract document if there is anything you do not understand.

**SIGNATURES**

**SIGNED** as an Agreement in Victoria.

**SIGNED** by the said Student:

---------------------------------------------
Signature of Student

**SIGNED** for and on behalf of SWINBURNE UNIVERSITY OF TECHNOLOGY by its authorised Officer:

---------------------------------------------
Signature of Authorised Officer
<table>
<thead>
<tr>
<th>Year Of Study</th>
<th>First</th>
<th>Second</th>
<th>Third</th>
<th>Fourth</th>
<th>Fifth</th>
<th>Sixth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
<tr>
<td>Student Number</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
<tr>
<td>Date Of Birth</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
<tr>
<td>Term Address</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
<tr>
<td>Term Telephone</td>
<td>( … )</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
<tr>
<td>Mobile Telephone</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
<tr>
<td>E-mail address</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
<td>……</td>
</tr>
</tbody>
</table>

**NAME AND CONTACT DETAILS OF SECONDARY CONTACT (AT AN ADDRESS OTHER THAN STUDENT’S SEMESTER ADDRESS)**

Name: ……
Address: ……

**LOAN DETAILS (GUARANTOR FORM TO BE ATTACHED)**

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>$ ……</th>
<th>Repayment Date</th>
<th>The …… of …… 20 ……</th>
</tr>
</thead>
<tbody>
<tr>
<td>Default Rate</td>
<td>15 % per annum</td>
<td>Guarantee</td>
<td>The agreement between Swinburne and the Guarantor dated the …… 20 ……</td>
</tr>
<tr>
<td>Guarantor’s Name</td>
<td>……</td>
<td>Have you previously had a loan from Swinburne?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, when was the loan repaid?</td>
<td>……</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I …… Permit the Finance Officer to obtain a copy of my academic record.
Signed ……

**DEPARTMENTAL CERTIFICATE OF EDUCATIONAL PROGRESS (ONLY FULL TIME STUDENTS ARE ELIGIBLE FOR LOANS)**

I certify that the progress of (student’s name) …… is ……
| Good | Satisfactory | Poor | OR | That the above student is newly enrolled in the course |

Name of Staff ……
Head/Nominee ……
Signature …… Date ……

Date Received: …… Date Completed: ……
Finance

GUARANTEE
Special Assistance For Students Program

CAMPUS OF PRIMARY STUDY (PLEASE TICK TO INDICATE)

- [ ] CROYDON
- [ ] HAWTHORN
- [ ] LILYDALE
- [ ] PRAHRAN
- [ ] WANTIRNA

TO SWINBURNE UNIVERSITY OF TECHNOLOGY

- In consideration of you agreeing to lend the Principal to the Student in accordance with a Loan Agreement, the form of which I have received and read, I agree that if the Student fails to pay the Principal by the Repayment Date or the occurrence of a Repayment Event (as defined in the Loan Agreement), whichever is the earlier, I will:
  - on demand pay you the whole amount outstanding, including interest and any fees or charges; and
  - keep you indemnified against all losses, costs, charges and expenses which you may incur by reason of any obligation under the Loan Agreement.

I ACKNOWLEDGE THAT:

- I have received and read an information statement on my rights and obligations under this Guarantee;
- This Guarantee is a continuing guarantee and I shall not be released from my obligations under it by any waiver, neglect or forbearance on your part in enforcing the performance or observance of the Student's obligations or any time or indulgence granted by you to the Student or any variation or extension of the Loan Agreement or by any or thing whatsoever which under the law relating to sureties would, but for this provison, have the effect of releasing me from this Guarantee; and
- This Guarantee will bind me, my executors and administrators.

ADDITIONAL INFORMATION

GUARANTOR'S DETAILS

Name of Guarantor ........................................................................................................................................................................
Address Of Guarantor ........................................................................................................................................................................
Telephone ....................................................................................................................................................................................
Mobile Telephone ..............................................................................................................................................................................
E-mail address ....................................................................................................................................................................................
Are you over 18 yrs? .............................................................................................................................................................................

Are you a student or employee of Swinburne University Of Technology?  [ ] YES  [ ] NO

PROOF OF IDENTIFICATION (FOR EXAMPLE A DRIVER’S LICENCE OR OTHER PHOTO ID)

Identification Provided: ........................................................................................................................................................................
Attached:  [ ] YES  [ ] NO

YOU MUST ATTACH A PHOTOCOPY OF THE RELEVANT IDENTIFICATION TO THIS FORM

GUARANTOR'S EMPLOYER DETAILS

Employer's Name ............................................................................................................................................................................
Employer's Address ...........................................................................................................................................................................
Employer's Telephone

**DETAILS OF AN ALTERNATIVE CONTACT (WHO KNOWS THE GUARANTOR BUT DOES NOT RESIDE AT THE SAME ADDRESS)**

<table>
<thead>
<tr>
<th>Contact's Name</th>
<th>…………………………………………………………………………………………………………………………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Address</td>
<td>…………………………………………………………………………………………………………………………………………………</td>
</tr>
<tr>
<td>Contact's Telephone</td>
<td>…………………………………………………………………………………………………………………………………………………</td>
</tr>
</tbody>
</table>

**STUDENTS DETAILS**

<table>
<thead>
<tr>
<th>Student's Name</th>
<th>…………………………………………………………………………………………………………………………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student's Address</td>
<td>…………………………………………………………………………………………………………………………………………………</td>
</tr>
<tr>
<td>Student's Date of Birth</td>
<td>…………………………………………………………………………………………………………………………………………………</td>
</tr>
</tbody>
</table>

**LOAN DETAILS**

WARNING! If the Student is under 18 at the time of entering into the Loan Agreement. You may not be entitled to be indemnified by the Student for any liability under this guarantee.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>$ ……………………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repayment Date</td>
<td>The ………….. of …………………………………. 20 ……….</td>
</tr>
</tbody>
</table>

**IMPORTANT**

**THINGS YOU MUST KNOW**

- Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.
- If the debtor does not pay you must pay. This could mean you lose everything including your home.
- You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.
- You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.

**BEFORE YOU SIGN!**

- READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".
- You should obtain independent legal advice.
- You should also consider obtaining independent financial advice.
- You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.

**SIGNATURE**

**SIGNED** by the Guarantor: ____________________________________________

Dated the ………….. day of …………………………………. 20 ………..
In consideration of you agreeing to lend the Principal to the Student in accordance with a Loan Agreement, the form of which I have received and read, I agree that if the Student fails to pay the Principal by the Repayment Date or the occurrence of a Repayment Event (as defined in the Loan Agreement), whichever is the earlier, I will:

- on demand pay you the whole amount outstanding, including interest and any fees or charges; and
- keep you indemnified against all losses, costs, charges and expenses which you may incur by reason of any obligation under the Loan Agreement.

I ACKNOWLEDGE THAT:

- I have received and read an information statement on my rights and obligations under this Guarantee;
- This Guarantee is a continuing guarantee and I shall not be released from my obligations under it by any waiver, neglect or forbearance on your part in enforcing the performance or observance of the Student's obligations or any time or indulgence granted by you to the Student or any variation or extension of the Loan Agreement or by any or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing me from this Guarantee; and
- This Guarantee will bind me, my executors and administrators.
<table>
<thead>
<tr>
<th>Employer's Telephone</th>
<th>...........................................................................................................</th>
</tr>
</thead>
</table>

**DETAILS OF AN ALTERNATIVE CONTACT (WHO KNOWS THE GUARANTOR BUT DOES NOT RESIDE AT THE SAME ADDRESS)**

<table>
<thead>
<tr>
<th>Contact's Name</th>
<th>...........................................................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Address</td>
<td>.....................................................................................................................</td>
</tr>
<tr>
<td>Contact's Telephone</td>
<td>...............................................................................................................</td>
</tr>
</tbody>
</table>

**STUDENTS DETAILS**

<table>
<thead>
<tr>
<th>Student’s Name</th>
<th>...........................................................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student’s Address</td>
<td>.....................................................................................................................</td>
</tr>
<tr>
<td>Student’ Date of Birth</td>
<td>...............................................................................................................</td>
</tr>
</tbody>
</table>

**LOAN DETAILS**

**WARNING!** If the Student is under 18 at the time of entering into the Loan Agreement. You may not be entitled to be indemnified by the Student for any liability under this guarantee.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>$ .................................................</th>
<th>Repayment Date</th>
<th>The ............ of .................................. 20 ........</th>
</tr>
</thead>
</table>

**IMPORTANT**

**THINGS YOU MUST KNOW**

- Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.
- If the debtor does not pay you must pay. This could mean you lose everything including your home.
- You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.
- You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.

**BEFORE YOU SIGN!**

- READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".
- You should obtain independent legal advice.
- You should also consider obtaining independent financial advice.
- You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.

**SIGNATURE**

**SIGNED** by the Guarantor: ________________________________

Dated the ............ day of .............................................. 20 ........