



**The Loan Club**

Where the difference is in *your* interest

**The Loan Club Pty Limited**

ABN: 43 092 193 354

Australian Credit Licence No. 383174

PO Box 870, Bondi Junction NSW 1355

Tel: 1300 loanclub (1300 562 625)

Tel: (02) 9410 1784

Email: [loan@loanclub.com.au](mailto:loan@loanclub.com.au)

Web: [www.loanclub.com.au](http://www.loanclub.com.au)

## **'CLUB' Terms and Conditions**

### **1. Membership**

- 1.1 The 'CLUB' is a membership program of The Loan Club Pty Ltd (**The Loan Club**)
- 1.2 You are eligible to be a member of the 'CLUB' (a **Member**) if you are an individual who is at least 18 years old and an Australian resident.
- 1.3 The Loan Club reserves the right to verify your identity in order to confirm your eligibility for membership.
- 1.4 Membership is non-transferable and solely for the individual who registers

### **2. About these terms and conditions**

- 2.1 A reference to "you" in these terms and conditions means a person who is a Member.
- 2.2 These terms and conditions govern your membership of the 'CLUB'.
- 2.3 By applying to join the 'CLUB' you agree to these terms and conditions.
- 2.4 These terms and conditions do not form part of any credit contract between you and The Loan Club.
- 2.5 These terms and conditions form an agreement between The Loan Club and each member.
- 2.6 The Loan Club reserves the right to modify these terms and conditions at any time. Members will be notified of any significant changes.

### **3. Establishment fee discount**

- 3.1 As a Member you will receive 20% off the loan establishment fee payable when you obtain a loan from us after you become a Member.
- 3.2 The Loan Club will credit this amount to your loan account after settlement.



**The Loan Club**

Where the difference is in *your* interest

**The Loan Club Pty Limited**

ABN: 43 092 193 354

Australian Credit Licence No. 383174

**PO Box 870, Bondi Junction NSW 1355**

**Tel: 1300 loanclub (1300 562 625)**

Tel: (02) 9410 1784

Email: [loan@loanclub.com.au](mailto:loan@loanclub.com.au)

Web: [www.loanclub.com.au](http://www.loanclub.com.au)

#### **4. Referral fee**

##### 4.1 If:

- (a) you have an open loan with The Loan Club;
- (b) you refer a prospective customer to The Loan Club (a **Referred Client**);
- (c) the Referred Client applies for a loan from us; and
- (d) we approve the Referred Client's loan for an amount above \$10,000,

The Loan Club will credit \$750 to your loan account upon settlement of the Referred Client's loan.

##### 4.2 If you introduce a Referred Client to The Loan Club for a loan which will be governed under the National Credit Code (i.e. a non-business loan), you must

- (a) only inform the Referred Client that The Loan Club is able to provide loans, but not specify any particular product, and not provide any recommendations or advice concerning loans;
- (b) inform the Referred Client that if their loan is settled for any amount above \$10,000, you will receive a \$750 referral fee from The Loan Club;
- (c) obtain the consent of the Referred Client to pass on to The Loan Club their name, contact details, and a short description of the purpose for which they may want the credit;
- (d) pass on this information to The Loan Club within five (5) business days of informing them that The Loan Club provides loans;
- (e) not be banned by law from engaging in credit activity (as defined in the *National Consumer Credit Protection Act 2009 (Cth) (NCCPA)*);
- (f) not engage in any conduct that would be regulated as credit activity under the NCCPA in relation to the Referred Client;
- (g) not conduct a business which:
  - I. involves contacting persons face-to-face from non-standard business premises; or
  - II. is principally making contact with persons for the purpose of giving their names or other details to another person;
- (h) not charge a fee to the Referred Client for the referral;
- (i) use your best endeavours to ensure that the information provided to The Loan Club in relation to Referred Client is accurate; and
- (j) not engage in any misleading or deceptive conduct or make any representation to any Referred Client as to the likelihood of the success of an application.



**The Loan Club**

Where the difference is in *your* interest

**The Loan Club Pty Limited**

ABN: 43 092 193 354

Australian Credit Licence No. 383174

**PO Box 870, Bondi Junction NSW 1355**

**Tel: 1300 loanclub (1300 562 625)**

Tel: (02) 9410 1784

Email: [loan@loanclub.com.au](mailto:loan@loanclub.com.au)

Web: [www.loanclub.com.au](http://www.loanclub.com.au)

## **5. Privacy**

- 5.1 When you apply for membership of the 'CLUB' we collect personal information from you in order to:
- (a) enrol you as a Member;
  - (b) provide you with information about membership benefits and our services and products;
  - (c) notify you of any changes to the terms and conditions; and
  - (d) advise you of any benefits given to you as a Member
- 5.2 If it is reasonable and practical to do so, we will collect personal information directly from you.
- 5.3 If you do not give us the personal information we require, we may not be able to accept you as a Member and provide you with the benefits of membership.
- 5.4 We are committed to protecting your privacy. Please review our privacy policy for more details - <https://www.loanclub.com.au/privacy-policy>. Amongst other things, the policy contains information about:
- (a) how you can access personal information about you;
  - (b) how you can correct personal information about you;
  - (c) how you can complain if you think we may have breached your privacy;
  - (d) how we will deal with your complaint.
- 5.5 You confirm to us that when you provide details of a Referred Client to The Loan Club, you have the permission of the Referred Client to do this.

## **6. Termination of Membership**

- 6.1 Acting reasonably, The Loan Club may terminate your membership of the 'CLUB' at any time. The Loan Club will notify you if your membership is terminated.
- 6.2 You may terminate your membership of the 'CLUB' at any time by giving notice in writing to The Loan Club. If you terminate your membership, you will no longer be entitled to any 'CLUB' benefits available to a Member.