



**DIVISION 7A (DEBIT)
LOAN AGREEMENT ORDER FORM**

NAME:

FIRM:

PHONE:

E-MAIL:

FREECALL 1800 773 477

LENDER

Lender's Name _____
(include ACN if Company)
Trust Name _____
(if applicable)
Street Address _____

Names of ALL Directors _____
(1st listed to be Chairman)
(1st 2 listed to be signatories)

LOAN DETAILS

#1 Borrower Name/s _____
(include ACN if Company)
Trust Name _____
(if applicable)
Street Address _____

Names of ALL Directors _____
(1st listed to be Chairman)
(1st 2 listed to be signatories)

Guarantor/s _____
Optional - Individual/s who will guarantee the Borrower's obligations

#2 Borrower Name/s _____
(include ACN if Company)
Trust Name _____
(if applicable)
Street Address _____

Names of ALL Directors _____
(1st listed to be Chairman)
(1st 2 listed to be signatories)

Guarantor/s _____
Optional - Individual/s who will guarantee the Borrower's obligations

#3 Borrower Name/s _____
(include ACN if Company)
Trust Name _____
(if applicable)
Street Address _____

Names of ALL Directors _____
(1st listed to be Chairman)
(1st 2 listed to be signatories)

Guarantor/s _____
Optional - Individual/s who will guarantee the Borrower's obligations

STATE/TERRITORY OF PROPER LAW (i.e. jurisdiction): _____
(PLACE OF BUSINESS)

PAYMENT DETAILS: Please debit the following credit card in the amount of **\$ 198.00** for the first loan and **\$27.50** for each additional loan ordered at the same time for this Lender.

TYPE OF CARD: Visa Mastercard *Diners Club *Amex * 3% surcharge applies.

CARD NUMBER: _____ EXPIRY DATE: (/)

NAME ON CARD: _____ SIGNATURE: _____

Please return this Form on FREEFAX 1800 655 556 or call with any queries.



THE ACIS DIV 7A LOAN AGREEMENT

The ACIS Div 7A Loan Agreement has been designed and drafted for maximum flexibility. It may be used as a fixed sum or a facility agreement. This is achieved by adopting a standard set of terms for each loan which is incorporated into each individual loan when it is made. Loans can be made as further advances under an existing loan agreement (retaining the original term of the loan) or as a new loan by completing a new loan agreement. In all cases, further advances or new loans must be documented by minute under a completed loan agreement.

IMPORTANT NOTE: when using this Loan Agreement, you must ensure that the Lender and the Borrower record and agree the amount of the loan which it regulates. This may be recorded in the books of the company or separately but must in all cases conform with TD 2008/8.

HOW TO ORDER AN ACIS DIVISION 7A (DEBIT) LOAN AGREEMENT

Completing the Order Form: Whilst the Order Form is largely self explanatory, we wish to advise that the following should be taken into consideration at the time of completing the form:

1. there is no requirement for the Lender to take any security over the Borrower's property, or otherwise, but this will affect the term of the loan. Loans secured by real estate mortgage with a loan to value ratio of less than 90% may be for a period of up to 25 years. Unsecured loans or loans secured by other forms must be for a maximum period of 7 years. Security may be taken at the Lender's discretion;
2. the Income Tax Assessment Act 1936 requires a commercial rate of interest to be charged and this must be at least equivalent to the benchmark rate set by the Act. The Act also requires minimum annual payments to be made by the borrower.

For more information please refer to our Explanatory Memorandum which can be provided upon request – simply call 1800 773 477.