



Premium Funding Loan Application

If you would like to apply for a premium funding loan in order to spread the cost of your insurance premium and practise fees over 12 monthly instalments, please complete in full and e-mail or fax both sides of this form by **9 May 2016** to:

Wayne Ambler, Marsh Pty Ltd ("Broker")

Level 6, 70 Franklin St, Adelaide SA 5000.

GPO Box 2637, Adelaide SA 5001

Phone: (08) 8385 3550 Fax: (08) 8385 3650 Email wayne.ambler@marsh.com

SECTION 1 – BORROWER DETAILS	
Legal name (The Applicant):	ABN:
Trading name:	Borrower Contact:
	Telephone:
Business address:	Facsimile:
	Email:
SECTION 2 – TOTAL AMOUNT YOU WISH TO FUND OVER 12 INSTALMENTS WITH A FLAT INTEREST RATE OF 5.5% Please complete this section to determine the total amount to be funded.	
1 Professional Indemnity insurance (MARLAW8) <i>(as per Marsh invoice)</i>	\$
2 Unrestricted Practising Certificate Fees (LAWSNT8) <i>(No of persons @ \$1,610)</i>	\$
3 Restricted Practising Certificate Fees (LAWSNT8) <i>(No of persons @ \$1,449)</i>	\$
4 Fidelity Fund Annual Contribution (LAWSNT8) <i>(No of persons @ \$280)</i>	\$
Total Amount Funded	\$
Total Interest Charges (Multiply by Flat Interest Rate)	x 5.5 % = \$
Total Amount Due (including credit charges)	\$
Divide by 12 = monthly instalment amount	\$

Do not send a cheque for your first instalment, as all instalments will be transacted by Direct Debit to your nominated Bank Account or Credit Card – see Section 4.

Please note: Your first instalment is due on 11 May 2016 and an Administration Fee of \$30 will be deducted with that first instalment.

PLEASE TURN OVER FOR TERMS AND CONDITIONS AND SIGNATURE

SECTION 3 – TERMS AND CONDITIONS

We (the Borrower) apply to Macquarie Bank Limited ABN 46 008 583 542 (“MPF”) on the terms set out below to fund (by way of loan with interest) the premiums payable for the insurance policy or policies issued by Marsh Pty Ltd and Fees payable to the Legal Practitioner Fidelity Fund (“LPFF”). We acknowledge MPF may only accept our application by making an advance of the amount of premiums to Marsh Pty Ltd and LPFF.

1. Repayments: The Borrower will repay the Total Amount Due in the manner as specified in Section 2. The first monthly repayment is due on 11 May 2016, and thereafter on the 11th day of each calendar month. If your approved application is received after 11 May 2016, the first repayment will be made on the date the application is received, and subsequent repayments on the 11th day of each calendar month.

2. Refunds: The Borrower assigns to MPF, by way of mortgage, all of its right, title and interest in the Insurance Policy, and the right to receive all refund proceeds and other moneys payable to the Borrower pursuant to its Insurance Policy or Membership Fees where such Insurance Policy or Membership Fees are cancelled and a refund is payable to the Borrower in this respect.

3. Default: If the Borrower fails to make a repayment as agreed in this application, or a receiver is appointed or likely to be appointed in respect of the Borrower, or the Borrower commits an act of bankruptcy, the Borrower must immediately repay to MPF: (a) the unpaid balance of the Total Amount Due (b) a default interest charge calculated on the unpaid balance of the Total Loan Amount at a rate of 10.5% p/a (c) authorise MPF to do everything which is necessary to enable MPF to exercise its rights in relation to this application.

4. Indemnities: The Borrower hereby indemnifies MPF against any liability, loss, costs or expense incurred under this application or incurred in the administration of any transaction contemplated under this application, including dishonour or cancellation fees. MPF need not incur an expense or make a payment before enforcing an indemnity. Unless otherwise stated, each indemnity is separate and independent of each other obligation of the Borrower, is absolute, irrevocable and unconditional and continues despite any settlement of account, termination of this agreement or anything else.

5. Renewal: At the conclusion of the term of this agreement, the Borrower may request MPF (which request may be made through the Broker which the Borrower acknowledges has full authority to act as the Borrower’s agent on such request) to provide a new Premium Funding loan. MPF’s decision to offer any New loan is at its sole discretion.

6. AML/CTF. (a) The Borrower undertakes:

(i) not to knowingly do anything to put MPF in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws), and to notify MPF if the Borrower is aware of anything that would put MPF in breach of AML/CTF Laws; (ii) if requested, to provide additional information and assistance and comply with all reasonable requests to facilitate MPF’s or the issuer’s compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction;

(iii) it is not aware and has no reason to suspect that the money used to fund the Borrower’s investments with MPF are derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities) or that the proceeds of any such investments will fund Illegal Activities;

(b) The Borrower acknowledges:

(i) in making an application for any MPF product or investment the Borrower consents to MPF disclosing in connection with AML/CTF Laws any of the Borrower’s Personal Information as defined in the Privacy Act 1988 (Cth) that the Borrower has;

(ii) MPF retains the right not to provide services or issue products.

7. Privacy: Subject to the Privacy Act 1988 (Cth), the Borrower authorises MPF to make credit enquiries concerning the Borrower in relation to the application, and to exchange with any credit provider to the Borrower or credit reporting agency and any other person (including a ratings agency, a credit enhancer or other participant in a securitisation arrangement affecting the loan agreement) any information concerning the Borrower. The Borrower agrees that MPF may disclose information it collects from time to time about the Borrower in connection with the agreement (including as to amounts paid or payable under it) to credit reporting agencies, and to MPF’s relevant staff, affiliates, agents and contractors engaged in delivering MPF’s services (which may be located overseas as specified in our Privacy Policy). If the information is personal information (within the meaning of the Privacy Act 1988 (Cth)), the Borrower can ask MPF what personal information MPF holds about the Borrower and, where necessary, notify MPF in writing of changes so that MPF can ensure that the information MPF holds about the Borrower is accurate, complete and up to date. MPF’s Privacy Policy and Credit Information Policy is available upon request or at www.macquariepacific.com

8. General: - **Borrower** means the Borrower referred to in Section 1 and includes the Insured under the Insurance Policy. Where the Borrower is a firm that comprises of more than a person, this agreement binds all such persons jointly and severally.

- **Insurance Policy** means the Borrowers Professional Indemnity Insurance policy or policies issued to the Borrower by Marsh Pty Ltd and/or Top Up Insurance Policies which are funded in accordance with this application.

- **Membership Fees** is a reference to the any professional memberships or certificates required to be issued to qualified legal practitioners which are funded in accordance to this application.

- **Flat Interest Rate** means the Total Interest Charges expressed as a percentage of the Total Amount Funded.

- **Total Amount Due** means the “Total Amount Due (including credit charges)” as set in Section 2.

MPF may pay the Intermediary, its representatives and/or associates, a commission on the amount loaned and/or other forms of remuneration, benefits and incentives. By applying for a loan with MPF the Borrower consents to this.

MPF may at any time assign its rights, interests, and obligations under this agreement at any time without the Borrower’s consent.

This agreement is governed by the laws of New South Wales and the Borrower accepts the non-exclusive jurisdiction of that State.

SECTION 4 DIRECT DEBIT AUTHORITY

The Borrower authorises and requests Macquarie Bank Limited (User ID 204665) to debit from my/our account (details provided below) through the Bulk Electronic Clearing System any amounts which may from time to time become payable under the Loan Agreement. The Borrower understands and acknowledges that this Direct Debit Authority will remain in full force and effect until further notice and that it will operate under the terms of MPF’s Direct Debit Client Service Agreement (which is available through the Intermediary, MPF office and on MPF’s web site www.macquariepacific.com which I/we acknowledge having read and understood).

Bank: _____

Branch: _____

BSB: _____

Account #: _____

Account name: _____

CREDIT CARD AUTHORITY

If you wish to pay instalments by Credit Card, please provide an email address and mobile phone number. We will send a secure link to the email address and a security code to the mobile phone number to complete the transaction.

Email Address: _____

Mobile: _____

A credit card surcharge of 0.95% for VISA/MasterCard and 2.75% for American Express will be incurred for each credit card transaction processed.

By signing this Application the Borrower (or its delegated representative acting with its authority): (a) confirms that the Borrower has read and understood the terms and conditions in Section 3 and agrees to be bound by them; and (b) requests that the direct debit in Section 4 be made.

Customer’s signature (as applicable)

(If joint account all signatures may be required)

Print name

Date