



Hunter United  
Customer Owned Banking

## THINGS YOU SHOULD KNOW ABOUT YOUR GUARANTEES

Hunter United a division of IMB Ltd  
ABN 92 087 651 974  
Australian Credit Licence Number 237 391

This statement tells you about some of the rights and obligations of yourself and Hunter United. It does not state the terms and conditions of your guarantee.

### GUARANTEES

#### 1 What is a guarantee?

A promise by you that the person who is getting credit under a credit contract ('the **debtor**') will keep to all the terms and conditions. If that person does not do so, you promise to pay Hunter United all the money owing on the contract (and any reasonable enforcement expenses) as soon as the money is asked for, up to the limit, if any, stated in the guarantee. If you do not pay, then Hunter United can take enforcement action against you which may result in the forced sale of any property owned by you such as your house.

#### 2 How do I know how much the debtor is borrowing and how the credit charges are worked out?

These details are on the copy of the credit contract or proposed credit contract that you should be given before you sign the guarantee.

#### 3 What documents should I be given?

Before you sign the guarantee you should get -

- the document you are reading now; and
- a copy of the credit contract or proposed credit contract.

#### **Your guarantee is not enforceable unless you get a copy of the credit contract or proposed credit contract before you sign.**

Within 14 days after you sign the guarantee and give it to Hunter United, Hunter United must give you a copy of-

- The signed guarantee (if you do not already have a copy of the guarantee); and
- The credit contract or proposed credit contract (if you do not already have a copy of the contract).

#### 4 Can I get a statement of the amount that the debtor owes?

Yes. You can ask Hunter United at any time for a statement of the amount the debtor currently owes or any amounts credited or debited during a period you specify or any amounts which are overdue and when they became overdue or any amount payable and the date it became due.

Hunter United must give you the requested information -

- within 14 days if all the information requested related to a period one year or less before your request is given; or
- otherwise within 30 days.

This statement must be given to you in writing if you ask for it in writing but otherwise may be given orally.

You may be charged a fee for the statement.

You are not entitled to more than one written statement every three months.

#### 5 How can I find out the pay out figure?

You can write to Hunter United at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Hunter United must give you the statement within seven days after you give your request to Hunter United. You may be charged a fee for the statement.

#### 6 What other information can I get?

You can write to Hunter United and ask for a copy of -

- the guarantee; or
- any credit-related insurance contract (such as insurance on mortgaged property) Hunter United has; or
- a notice previously given to you, the debtor or the mortgagor under the National Credit Code.



Hunter United must give you the requested copy -

- within 14 days of your written request if the contract came into existence one year or less before the request was given to Hunter United; or
- otherwise within 30 days.

Hunter United may charge you a fee.

Your request can be made any time up to two years after the end of the credit contract.

### **7 Can I withdraw from my guarantee?**

You can withdraw from your guarantee at any time by written notice to Hunter United if the final credit contract is materially different from the proposed credit contract given to you before you signed the guarantee.

### **8 Can I limit my guarantee?**

Yes if it relates to a continuing credit contract (such as a credit card contract or an overdraft).

In that case you can give Hunter United a notice limiting the guarantee so that it only applies to -

- credit previously given to the debtor; and
- any other amount you agree to guarantee.

### **9 Can my guarantee also apply to any future contracts?**

No, unless Hunter United has given you a copy of the proposed new credit contract and you have given your written acceptance.

### **10 If my guarantee says I have to give a Mortgage, what does this mean?**

A mortgage means that you give Hunter United certain rights over any property you mortgage. If you default under your guarantee, you can lose that property and you might still owe money to Hunter United.

### **11 Should I get a copy of my mortgage?**

Yes. It can be part of your guarantee or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

### **12 Is there anything I am not allowed to do with the property I have mortgaged**

The law says you cannot assign or dispose of the property unless you have Hunter United's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

### **13 What can I do if I find that I cannot afford to pay out the credit contract and there is a mortgage over my property?**

See answer to question 22.

Otherwise you may -

- if the mortgaged property is goods - give the property back to Hunter United, together with a letter saying you want Hunter United to sell the property for you;
- sell the property, but only if Hunter United gives permission first;

**OR**

- give the property to someone who may then pay all amounts owing under the guarantee or give a similar guarantee, but only if Hunter United gives permission first.

If Hunter United won't give permission, you may contact the AFCA scheme for help. You should understand that you may owe money to Hunter United even after the mortgaged property is sold.

The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, WWW.AFCA.ORG.AU, GPO BOX 3 MELBOURNE VIC 3001.

### **14 Can Hunter United take or sell the mortgaged property?**

Yes, if you have not carried out all your obligations under your guarantee.

### **15 If Hunter United writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have seven days after receiving Hunter United's request to tell Hunter United. If you do not have the goods you must give Hunter United all the information you have so they can be traced.

**16 When can Hunter United or its agent come into a residence to take possession of mortgaged goods?**

Hunter United can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**17 If the debtor defaults, do I get any warning that Hunter United wants to take action against the debtor?**

In most cases both you and the debtor get at least 30 days from the date of a notice in writing to do something about the matter. The notice must advise -

- why Hunter United wants to take action; and
- what can be done to stop it (if the default can be remedied); and
- that if the same sort of default is committed within 30 days of the date of notice and is not remedied within that period, Hunter United can take action without further notice.

You should immediately discuss any warning notice with the debtor and consider getting independent legal advice and/or financial advice.

However, there will be no warning notice if -

- there is good reason to think the debtor committed a fraud to persuade Hunter United to enter into the contract; or
- Hunter United has been unable to locate the debtor after making reasonable efforts to do so; or
- the court says so; or
- there is a good reason to think that the debtor has, or will, remove or dispose of mortgaged goods without Hunter United's consent, or that urgent action is necessary to protect mortgaged property.

**18 When can Hunter United enforce a judgment against me?**

When -

- Hunter United has judgment against the debtor and if the judgment amount has still not been met 30 days after Hunter United has asked the debtor in writing to pay it; or
- the court says so because recovery from the debtor is unlikely; or
- Hunter United has been unable to locate the debtor after making reasonable efforts to do so; or
- the debtor is insolvent.

**19 If the debtor cannot be found and Hunter United intends to take legal action against me do I get any warning?**

You may not. See the answer to question 17.

**20 Can Hunter United take action against me without first taking action against the debtor?**

Yes, but Hunter United will not be able to enforce any judgement against you except in the circumstances described in the answer to question 18.

**21 How much do I have to pay Hunter United if the debtor defaults?**

You have to pay what the debtor owes Hunter United, subject to any limit provided in the guarantee, plus Hunter United's reasonable expenses in making you honour your contract or guarantee.

**GENERAL**

**22 What can I do if I am asked to pay out the credit contract and I cannot pay it all at once?**

Talk to Hunter United and see if some arrangement can be made about paying. If you can not come to a suitable arrangement, contact the AFCA scheme. There are other people, such as financial counsellors, who may be able to help.

**23 If I pay out money for a debtor, is there any way I can get it back?**

You can sue the debtor, but remember, if the debtor cannot pay Hunter United, he or she probably cannot pay you back for a while, if at all.

**24 What happens if I go guarantor for someone who is under 18 when he or she signs a credit contract?**

You are responsible for the full debt if the contract of guarantee has a clear and obvious warning. The warning has to tell you that the courts might not let you sue the debtor if you have to pay out the credit contract for him or her.

**25 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **READ YOUR GUARANTEE** carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT HUNTER UNITED. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH HUNTER UNITED BEFORE CONTACTING HUNTER UNITED'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO HUNTER UNITED YOU CAN CONTACT HUNTER UNITED'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU), GPO BOX 3 MELBOURNE VIC 3001.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**