Australian Loan Contract template (Detailed version)

Note: The following is a generic template clause and should be adjusted according to the specific state/territory regulations (e.g. NSW, VIC, QLDB, WA, etc.) and specific facts. Please consult a lawyer or professional before use.

1. Parties and loan amount

The lender (Party A) agrees to provide the loan to the borrower (Party B) in the amount of AUD \_\_\_\_\_\_ for the purpose of \_\_\_\_\_\_.

2. Interest and the method of calculation

The annual interest rate is \_\_\_\_%, and the interest is calculated by compound interest or simple interest on a daily/monthly basis, based on the actual number of days per 365 days per year. The time and method of interest payment are detailed.

3. Repayment plans and prepayment

The repayment method is equal principal and interest/分期/one-time repayment of principal and interest at maturity. The borrower may repay the loan in advance, but may be charged an early repayment fee (if any).

4. Guarantees and warranties

This loan may be secured by guarantor, collateral or other means. If so, the guarantee terms and collateral description are shown in the appendix.

5. Breach and remedies

In case of default by the borrower or other default event, the lender shall have the right to demand additional late fees, demand early maturity, exercise the security right and claim losses. The definition of default event shall be clearly stated.

6. Costs, taxes and disclosure

The appraisal fee, attorney's fee and registration fee related to the loan shall be borne by the contract party or the breaching party. Both parties shall declare relevant tax information according to law.

7. Force Majeure and Dispute Resolution

In case of force majeure event affecting performance, the party shall promptly notify the other party and exempt or postpone performance within a reasonable period. Contract disputes shall be governed by Australian laws and settled through negotiation/arbitration/court.

 sign ：

Party A (signature):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_ \_\_\_\_

乙方(signature):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_ \_\_\_\_

Witness (if applicable): Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_ \_\_\_\_

Disclaimer: This template is for reference only. The specific legal consequences shall be subject to the formal contract text and local laws. It is recommended that an Australian practicing lawyer or senior legal counsel review and customize the template according to the laws of the state where it is used.