



Your Gimmie Plan

How it works and some important details to put your mind at rest



Freedom to choose

Put your mind to rest.
Choose a 12 or 24 month
Gimmie Plan that gives you time
to pay, at payments you can
afford.
Pay it fast or pay it slow, it's up
to you.



90 days no fees!

Gimmie 90 means that under
either plan, if you pay out within
90 days, only ever pay the
original cash price. No fees. No
charges.
Nothing extra.



Pay out any time

Feel free to pay out when you
want.
No questions asked.
Only pay Plan fees up to your
payout date.

Your Gimmie Plan is simple and easy to understand.
Here are some key terms you need to know:

We will only charge you:

- ✓ The total Plan Fees that we have told you up front (if your Gimmie Plan runs full term).
- ✓ Plan Fees up to your payout date (if you pay out early).
- ✓ \$10 if you miss a payment (just to cover our costs of contacting you).

Simple. Clear. Easy. Gimmie.

We will never charge you:

- ✗ Establishment Fees
- ✗ Default interest or penalties
- ✗ Account keeping fees
- ✗ Hidden charges

This is just a summary and it is important to read all terms and conditions carefully.

About these terms and conditions

Your contract with us comprises:

1

Your Sales Order and/or
Invoice for the purchase of
your Goods;

2

The Gimmie Plan Schedule;
and

3

The Gimmie Plan Terms.

Before you accept this offer and a contract is formed, you should read both documents carefully. Together they contain information we are required by law to give you and you should keep them for reference.

PRIVACY

We collect and use your personal information in accordance with our Privacy Policy (as amended from time to time) which you can view at our website www.gimmie.com.au





Effective Date: 23 November 2022

CREDIT GUIDE

This Credit Guide gives you important information about the consumer lending products for which we are the credit provider, and which are regulated by the National Consumer Credit Protection Act 2009 ("**consumer lending products**").

In this document, the words "**we**", "**us**", "**our**" and "**MRG**" refer to MRG Custodians Pty Ltd ABN 24 166 390 969.

"Gimmie" is a trading name of MRG.

MRG's consumer lending products include the Gimmie Plan.

RESPONSIBLE LENDING OBLIGATIONS

In respect of a credit contract under which MRG is the credit provider, MRG is required to:

- a. make reasonable enquiries about your requirements and objectives in relation to the credit,
- b. make reasonable enquiries about your financial
- c. situation (i.e. to determine whether you can repay the loan),
- d. take reasonable steps to verify your financial situation, and
- e. make a final assessment as to whether the credit contract is 'not unsuitable' for you.

In addition, MRG must assess a credit contract as unsuitable where it is likely that:

- a. you will be unable to comply with your financial obligations under the contract, or such compliance would cause you substantial hardship, or
- b. the contract will not meet your requirements or objectives if the contract is entered, or the credit limit is increased in the period covered by the assessment.

MRG must not enter into a credit contract or increase the limit on a credit contract that will be unsuitable for you. MRG must provide you with a copy of the final assessment (free of charge) that the credit is 'not unsuitable' for you if you request it before entering into the credit contract or increasing the credit limit. If you request copy of the final assessment within 2 years of entering into a credit contract, or increasing your credit limit, MRG must provide it to you within 7 business days.

You may also request a copy of the assessment within 7 years of entering into a credit contract or increasing your credit limit. If you do so, MRG must provide you with a copy of the final assessment within 21 business days of your request.

DISPUTE RESOLUTION PROCESS

From time to time you may be unhappy with a product or service provided by MRG. Here are some details on how you can raise an issue with us ("complaint") and what to do if we cannot resolve this issue.

Our contact details are:

Call us: 1800 446 643, Monday to Friday 8am to 5pm

Email us: complaints@gimmie.com.au

Write to us: Customer Feedback, MRG Custodians, PO Box 677 Brisbane QLD 4001

We aim to resolve your complaint at the first point of contact with us and we will do our best to resolve the complaint within five business days. If your complaint will take longer to resolve, we will ensure that you are regularly updated.

If you are still not satisfied with the way we handle your complaint, you may refer it to our external dispute resolution provider, the Australian Financial Complaints Authority (AFCA). The AFCA is a completely independent and impartial body to deal with complaints from customers in the financial system. Please try to resolve your dispute directly with us before contacting the AFCA.

AFCA's contact details are:

Write to AFCA: GPO Box 3,
MELBOURNE VIC 3001

Call AFCA: 1800 931 678 (free call)

Email AFCA: info@afca.org.au

AFCA's website: www.afca.org.au





GIMMIE PLAN TERMS

This document contains the Gimmie Plan terms and together with the Schedule and the Sales Order/Invoice forms your Gimmie Plan between you and us.

You should read these documents before:

- signing the Schedule; and
- obtaining any credit from us.

1. Your Gimmie Plan

1.1 Subject to the conditions in this Gimmie Plan, we agree to allow you to pay:

- (a) the Cash Price for the Goods if you pay that amount in full within 90 days of the Purchase Date; or
- (b) the Plan Price by Instalments, as set out in the Gimmie Plan Schedule.

1.2 You must pay the Cash Price or the Plan Price by paying the instalments set out in the Gimmie Plan Schedule.

1.3 The Plan Price is higher than the Cash Price and the difference of these amounts is all we charge you in exchange for the ability to pay by instalments (other than Late Payment Fees if you miss a payment).

1.4 If you pay out your Gimmie Plan early (but more than 90 days after the Purchase Date), we will reduce the Plan Price by a proportion of the difference between the Cash Price and the Plan Price for any whole Instalment period that you pay out earlier than the end date of your Gimmie Plan.

1.5 We will collect all payments as agent and custodian for The Gimmie Group Pty Ltd.

1.6 We may terminate this Gimmie Plan if:

- (a) we find out that any document or information provided by you to us is false or inaccurate;
- (b) you are in default under this Gimmie Plan; or
- (c) any information provided by you changes since we obtained it and you fail to give us notice of such change.

1.7 You may cancel this Gimmie Plan at any time before the Purchase Date.

1.8 If this Gimmie Plan is terminated by us, you must pay the total Plan Price plus any Late Payment Fees reasonably incurred before such termination.

2. Plan Fees

2.1 You will pay the Instalments shown in the Schedule.

2.2 The Plan Price is all that we will charge you, other than Late Fees.

3. Instalments

3.1 You will pay the Instalments shown in the Schedule by the Due Date subject to any other payment arrangements or variations agreed between you and us from time to time, even if you intend to pay out the Cash Price in full within 90 days of the Purchase Date.

3.2 You agree to pay all Instalments or other amounts payable under your Gimmie Plan in full, without set-off or counterclaim. This means that you cannot deduct anything that you claim we owe you, or could in the future owe you including but not limited to any issue or problem you may claim in relation to the Goods such as a claimed defect, warranty claim or issue.

3.3 If your Gimmie Plan is terminated early or reaches the end of its term, you will pay us:

- (a) the Balance Owing; and
- (b) any Fees or other charges or other amounts payable under this Gimmie Plan whether debited to your account at that time or not.

3.4 You can pay Instalments by:

- (a) direct debit from your bank account if you have authorised us to do so in your application form, in which case you must ensure that there are sufficient funds in that account to allow any payments to be honored;
- (b) credit card;
- (c) in such other manner approved by us and/or as we advise you.

3.5 If you make a payment and do not provide a contract number as shown in the Schedule and you have more than one Gimmie Plan with us, we will apply the repayment to the Gimmie Plan with the highest account balance.

3.6 If your direct debit, credit card or other payment is not made or is dishonored then:

- (a) that instalment will not be considered as made; and
- (b) you will be required to pay us the Late Payment Fees.

3.7 All Instalments received by us after close of business will be credited to your account the next business day.

3.8 If:

- (a) you may pay only the Cash Price (including any instalments you pay along the way) in full within 90 days of the Purchase Date; however
- (b) if you missed any instalments along the way (or paid them late), you are still required to pay the Late Payment Fees;



- 3.9 In addition to your right to pay out the Cash Price in the first 90 days, you can pay out your Gimmie Plan at any other time by paying the Balance Owning. When you have paid the Balance Owning, your Gimmie Plan will end.
- 4. Late Payment Fees**
- 4.1 You must pay us the Late Payment Fee for any late payments, and you agree that this fee is a reasonable fee to cover our administration costs of contacting you.
- 5. You must tell us if anything changes**
- 5.1 You must tell us as soon as possible if any of the information provided by you to us in the application form or at any other time changes. Failure to tell us of a material change in information, such as your address, within a reasonable time period may cause you to be in default under clause 6.1.
- 6. Default**
- 6.1 You will be in default under this Gimmie Plan if:
- (a) you do not pay the Instalments shown in the Schedule, or such other payments as agreed between us from time to time, on or before the Due Date;
 - (b) you do not make any other payment required by this Gimmie Plan;
 - (c) any document or information provided by you in your application form or otherwise is found to be materially false or inaccurate, or it materially changes at any point and you do not provide us with updated information within a reasonable period; or
 - (d) you breach any variation of this Gimmie Plan as agreed between us or as imposed by a court, tribunal or dispute resolution agency.
- 6.2 If you are in default under this Gimmie Plan the Balance Owning becomes due and payable immediately.
- 6.3 Any cost, expense or outlay incurred by us in enforcing our rights under this Gimmie Plan as disclosed in the Schedule become amounts owed by you under this Gimmie Plan.
- 7. Access to your account**
- 7.1 We may (now or in future) and at our discretion, provide you with access to your Gimmie Plan account to obtain or give us information or instructions using any one of the following methods:
- (a) our website;
 - (b) our customer centre or digital portal;
 - (c) any other method we determine from time to time
- 7.2 Access to your account may require any one or a combination of a password, PIN or SMS Code.
- 7.3 You must keep any password secret and secure and should not save your password on your computer, device or on any emails.
- 7.4 We may use your email address as part of our secure log in and/or transaction authorisation process or to advise you of any enhancement or changes to your Gimmie Plan account.
- 7.5 We may use your mobile phone number to send you SMS codes as part of the log in or authorisation process.
- 8. Charge**
- 8.1 You Charge, transfer and assign the Goods to us by way of mortgage in return for the ability to pay by Instalments.
- 8.2 Upon payment of all monies owing under this Gimmie Plan and provided you are not in breach of this Gimmie Plan, we shall release the Charge over the Goods and transfer and assign our rights under this charge over the Goods back to you.
- 8.3 You agree that our interest in the Goods shall be a security interest for the purpose of any law of the Commonwealth or any State or Territory and that we may exercise any powers described in such laws for holders of such interests including but not confined to all those provided for under the Personal Property Securities Act 2009 (PPSA) such as notifying a charge under the PPSA.
- 8.4 You will not transfer, assign, lease, sell, charge or further mortgage or secure the Goods for or to any other person during the term of this Gimmie Plan without our consent which shall not be unreasonably withheld.
- 8.5 You may keep and enjoy quiet possession and use of the Goods subject to you not being in default or otherwise in breach of this Gimmie Plan.
- 9. General provisions**
- 9.1 Any clause, or part of a clause, in this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause in this document continue in force. If any provision becomes illegal or unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected.
- 9.2 All notices under this Gimmie Plan whether required by law or otherwise may be served or given to you by:
- (a) post to your address provided in the Schedule and from time to time;
 - (b) email to your email address provided in the Schedule and from time to time;
 - (c) in person whether at your address, our address or any other place; or

- (d) by SMS or other electronic means.
- 9.3 If you have provided us with your email address you must:
 - (a) regularly check your email address to see if you have received any email from us; and
 - (b) maintain and check the devices on which you receive electronic communications to ensure they are always capable of receiving email and other electronic communications from us; and
 - (c) be responsible for printing and saving important documents and we strongly recommend that you do so.
- 9.4 By providing us with your telephone number in the Schedule you authorise us to use this telephone number for communication purposes, which may include voice or text communications.
- 9.5 If we waive our rights under this Gimmie Plan from time to time, such waiver will only be for that specific time on those terms only and unless we agree to vary this Gimmie Plan and provide notice of such variation in writing.
- 9.6 You authorise us to rectify any error or mistake in processing your loan application or calculating any amount under this Gimmie Plan and to adjust your account accordingly.
- 9.7 Except to the extent provided by law, either under the National Credit Code or otherwise, you cannot set-off any amount payable by you to us against any amount payable or claimed as being payable by us to you.
- 9.8 Subject to the provisions of the National Credit Code, we may assign our rights under this Gimmie Plan to others and you agree that we to us against any amount payable or claimed may disclose documents or information any time to another person for the purposes of such assignments.
- 9.9 In this Gimmie Plan, any reference to the singular case also includes the plural of that same term and vice versa.

GIMMIE PLAN DEFINED TERMS

Balance Owing means the Cash Price (if paid within 90 days of the Purchase Date) or the Plan Price at all other times, less any amounts you have paid, plus any Late Payment Fees.

Cash Price means the cash price payable for the Goods if you pay in full within 90 days of the Purchase Date and is the amount stated in the Gimmie Plan Schedule.

Due Date means the date by which you are required to pay your Instalments as set out in the Schedule.

Fee or Fees means any fees and charges we may charge you (such as a late payment fee), set out in the Schedule.

Gimmie Plan means this instalment payment plan.

Goods means the goods set out in the Sales Order and Invoice that you have purchased.

Identity Verification means the third-party identity verification that you consent to us undertaking to confirm your identity using a document verification service.

Invoice means the invoice for the purchase of the Goods and services to which your Gimmie Plan relates.

Instalments means the instalments shown in the Schedule relating to the payment of the Plan Price.

Late Payment Fee means a fee that we charge if you pay an Instalment late.

Plan Price means the total price for the Goods if you pay by Instalments and is the amount stated in the Gimmie Plan Schedule.

Privacy Consent means the consent you provide to us under our privacy policy.

Purchase Date means the date we agree to issue your Gimmie Plan.

Sales Order means the sales order issued at the time you order your Goods.

Schedule means the Gimmie Plan Schedule which forms part of this Gimmie Plan.

Term means the period of your Gimmie Plan set out in the Schedule, commencing on the Purchase Date.

we, us or our means MRG Custodians Pty Ltd ABN 24 166 390 969 and its successors and assigns, acting as agent and custodian for The Gimmie Group Pty Ltd.

you or your means the person or persons named in the Schedule.

INTERPRETATION

In this Gimmie Plan, unless the context indicates a contrary intention, a reference to:

- (a) any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking rights under this Gimmie Plan by novation;
- (b) this Gimmie Plan, or to any other deed, agreement, document or instrument includes respectively this Gimmie Plan or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (c) words importing the singular will include the plural (and vice versa);
- (d) headings are for convenience only and will not affect interpretation; and
- (e) a clause is a reference to a clause in this Gimmie Plan; and 'includes' or 'including' means 'includes, without limitation' or 'including without limitation'

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The Contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a pre-contractual statement containing certain information about your contract.

The pre-contractual statement, and this document, must be given to you before -

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

2. How can I get a copy of the final contract

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep. If you want another copy of your contract write to your credit provider and ask for one.

Your credit provider may charge you a fee. Your credit provider has to give you a copy -

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as -

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example -

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you, or a notice published in a newspaper.
- you get 20 days advance written notice for -
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted by phone: 1800 931 678, on their website: www.afca.org.au or by post at their postal address: GPO Box 3 Melbourne Vic 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

Insurance

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third-party personal injury insurance, mortgage indemnity insurance or insurance over Goods covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged Goods or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any Goods you mortgage. If you default under your contract, you can lose those Goods and you might still owe money to the credit provider.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract 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.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the Goods have mortgaged?

The law says you cannot assign or dispose of the Goods unless you have your credit provider'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.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may -

- if the mortgage is over goods --give the Goods back to your credit provider, together with a letter saying you want the credit provider to sell the Goods for you; or

- sell the property, whether goods or land but only if your credit provider gives permission first;

OR

- give the Goods to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged Goods or other property are sold.

19. Can my credit provider take or sell the mortgaged property?

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

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider 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.

General

22. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways, for example -

- to extend the term of the contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS:

AUSTRALIAN FINANCIAL COMPLAINTS
AUTHORITY AND CAN BE CONTACTED AT: GPO
Box 3 Melbourne, VIC 3001, Tel: 1800 931 678
9:00am–5:00pm AEST weekdays, Email:
info@afca.org.au; www.afca.org.au.

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