

BALLARAT HERITAGE RESTORATION LOANS

TERMS AND CONDITIONS

We strongly suggest you do the following before submitting your application:

- 1. Read these Terms and Conditions and the Loan Agreement, as you will be bound by both should your loan application be accepted.**
- 2. Contact your bank to identify the costs involved¹ in obtaining a bank guarantee**
- 3. Contact Council's Statutory Planning Department to identify any permits required and the costs involved**

The Applicant hereby agrees to the following terms and conditions:

1. Rate of Interest:

- 1.1. For residential loans, 0% p.a. interest shall apply;
- 1.2. For non-residential loans, 1.5% p.a. interest shall apply;
- 1.3. In the event of any default under the Loan Agreement, a default interest of 5% p.a. will apply.

2. Terms of Repayment:

The following Loan Terms shall apply appropriate to the corresponding Loan Amount:

Loan Amount:	Loan Term:
Less than \$1,001	One (1) year
\$1,001 to \$5000	Two (2) years
\$5001 to \$2000	Four (4) years
\$20,000 or more	By negotiation with Council

3. Conditions of Loan:

- 3.1. The maximum loan amount shall not exceed \$50,000.
- 3.2. The maximum loan terms shall not exceed ten (10) years.
- 3.3. All Loans regardless of value will be secured by bank guarantee for the entire Loan Amount vested in the City of Ballarat, which shall be provided by the Applicant before transfer of Loan monies is completed.
- 3.4. All Loans are subject to the approval of the Heritage Committee and Council which shall have absolute discretion in approving such loans.
- 3.5. The Applicant has no discretion to request or apply to alter the interest rate as provided for above and similarly listed within the Loan Agreement, but acknowledges that Council may alter the default interest rate from time to time of which the Applicant will be notified in writing of such amendment.
- 3.6. The Applicant acknowledges that should they sell the property within 12 months of the Loan Agreement being entered into, regardless of the status of the works, then Council will apply a retrospective interest rate at market rate.
- 3.7. In the event of a default, Council shall apply their standard debt collection process which could result in exercising their right to the Bank Guarantee but may also include legal action to recover such funds which may include the Council handing the loan to a credit collection agency which could result in a default on the Applicant's credit rating.
- 3.8. All works funded by the Loan:
 - 3.8.1. must be carried out in accordance with the Burra Charter and as approved by the Ballarat Heritage Advisory Committee.
 - 3.8.2. must be undertaken in accordance with all regulatory (including relevant Building Acts, Codes and Council By-laws) and insurance requirements, including obtaining such planning permits, building permits and warranty insurance as is required, and provide copies of same to Council upon receipt.
 - 3.8.3. are to be completed within 12 months of entering into the Loan Agreement.
- 3.9. The Applicant acknowledges that Council will require access to the property throughout the term of the loan for before, during and after photos to (which the Applicant will consent to any reproduction and/or publication) and to allow Council to inspect the works are being completed in accordance with the Loan Agreement.

4. Release of Loan funds

Loan funds will only be released following:

- 4.1. Approval by Council of the Loan;
- 4.2. All permits, insurances and other information or conditions requested or required by Council are satisfied;
- 4.3. The Loan Agreement as prepared and provided by Council is fully executed (which will contain additional requirements above and beyond the terms and conditions contained herein);
- 4.4. The Applicant has supplied a bank guarantee to the satisfaction of Council.

¹ The applicant is responsible for any costs associated with this service.