

Barakat Interest Free Loans (BIFL)

LOAN AGREEMENT



Barakat Interest Free Loans
صندوق قرض الحسنہ برکت

THIS AGREEMENT dated _____

BETWEEN Barakat Interest Free Loans of 19 Freeman Drive Glenroy VIC 3046 (**The Lender**)

AND _____ (**The Borrower**)

RECITALS

- A.** Barakat Interest Free Loans is a project which aims to financially support our community by accepting funds from the members and lending to the members who are in need of small loans with a condition of repaying the loan on a monthly basis within a maximum period of 6 months starting one month from the date the Borrower receives the funds.
- B.** The Lender assists the Borrower with the loan but the Borrower may require a security.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Operative provisions

- (i) The Lender agrees to lend the sum set out in the schedule to the Borrower on the date of the loan which sum shall be provided by cleared funds.
- (j) The Borrower shall be responsible for the costs of this agreement and the preparation and lodgment of any security documentation associated with this loan and the enforcement of this agreement.
- (k) The terms of this Agreement shall bind the attorneys, agents and personal representatives of the parties
- (l) It is intended that this debt if not repaid shall form part of the estate of the Lenders and the legal personal representative(s) may enforce the terms of this agreement against the Borrower.
- (m) If the Borrower defaults in the payment of any money due under this agreement for a period of 15 days or more then notwithstanding anything to the contrary the whole of the money outstanding shall come due and payable immediately upon written demand to the Borrower.
- (n) The Lender may excuse any default and such excuse shall not be deemed to be a waiver by the Lender of any of the Lender's rights under this agreement or mortgage.

3. Confidentiality

The parties must keep the terms of this agreement confidential, save for any necessary disclosure to their respective legal and financial advisers.

4. Entire agreement

This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement.

5. Amendment

An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties.

6. Dispute resolution

If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:

(a) Notification

The complainant must inform the respondent in writing of the following:

- (i) The nature of the dispute;
- (ii) The outcome the complainant desires, and
- (iii) The action the complainant believes will settle the dispute.

(b) Endeavour to resolve dispute

On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.

(c) Mediation

- (i) If the dispute is not resolved within 21 business days of the respondent receiving notice, either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC).
- (ii) The mediation must be conducted in accordance with the ADC guidelines for mediation operating at the time the dispute is referred to the ADC.
- (iii) The guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (iv) The terms of the guidelines are deemed incorporated into this agreement.
- (v) Each party must attend the mediation.
- (vi) The Borrower is liable for the cost of mediation for both parties, unless otherwise agreed upon in writing.

(vii) The Borrower will pay all the costs of attending the mediation.

(viii) This clause does not affect the rights of a party to the agreement to take legal proceedings under the agreement.

(d) **Right to terminate**

If the dispute has not been resolved after 30 days from commencement of mediation, either party may request the mediator to terminate the mediation.

(e) This clause survives termination of this agreement.

7. Waiver and amendments

Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

8. Events beyond control

Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

9. Force majeure

If any part of this agreement is to any extent invalid, illegal or unenforceable in a court of law, the remaining terms of this agreement will not be affected and will remain in full force.

10. Severance

If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.

11. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

12. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

13. Costs

The Borrower shall be responsible for the costs of this agreement and the preparation and lodgment of any security documentation associated with this loan and the enforcement of this agreement.

14. Borrower Details

Name:

Address for service:

Phone number:

Email Address:

Emergency Contact Person:

Emergency Contact Person Number:

Reference Number:

15. Guarantor One (1)

Name:

Address:

Phone number:

Email Address:

16. Guarantor Two (2)

Name:

Address:

Phone number:

Email Address:

SCHEDULE

Borrower:	
Lender:	
The Sum:	
Date of Loan:	
Repayment Date (to be paid in full):	
Monthly repayment starting date:	

EXECUTION

SIGNED AS A LOAN AGREEMENT

Barakat Interest Free Loans Authorized Officer	
Name:	Signature
Borrower	
Name:	Signature
Guarantor one (1)	
Name:	Signature
Guarantor two (2)	
Name:	Signature:

