

How will your study be jeopardised if you are unable to obtain a student loan?

Have you sought funds from alternative sources? (Please tick)

- Centrelink Advance Payment Relatives / Friends Student Association Crisis Loan
 Department of Housing Bond Loan Bank Loan / Credit Other (please write the name of the lender)

Why you were unable to obtain assistance from an alternative source? _____

4. Cashflow

Actual Fortnightly Income	\$	Estimated Fortnightly Expenditure	\$
Centrelink Entitlement		Board/Lodgings	
Employment		Living Expenses	
Parental Assistance		Education Expenses	
Other		Transport	
		Personal Loans	
		Home Loan/s	
		Car Loan/s	
		Other	
Total Income (a)		Total Expenditure (b)	

(Living expenses include food, telephone, electricity, childcare)

Total fortnightly income (a) _____

Less

Total fortnightly expenditure (b) _____

= Total fortnightly available income (a-b) _____

5. Guarantor Details

A Guarantee Form must be completed (a) for all loan applications by students in their first year of study at JCU and (b) for all loan applications over \$500. If applicable, please ensure the last two pages of this Application Form are completed by your Guarantor, ie the Important Notice and Guarantee Form. If your loan application does not require a Guarantee Form, go to section 6.

Full name _____ Relationship to you _____
Home address _____ Suburb _____ Postcode _____
Home phone _____ Mobile phone _____

6. Details of a Relative or Friend

Please provide details of a relative or friend who lives in Australia but does NOT live with you. This person must be 18 years of age or older.

Full name _____ Relationship to you _____
Home address _____ Suburb _____ Postcode _____
Home phone _____ Mobile phone _____

7. Previous JCU Student Loan

Have you previously obtained a JCU student loan?

Yes No

If yes, please state the loan amount, purpose of the loan and year it was approved.

Normally only one loan over the duration of a course is approved for each student. Please give details of the exceptional circumstances that have led you to apply for an additional loan.

8. Privacy Notice and Consent

AUTHORITY TO OBTAIN CREDIT INFORMATION

I understand that by signing this application, consent is given to James Cook University to:

- Disclose to a credit reporting agency certain personal information about me including: identity particulars; the amount of credit applied for in this application; payments which become more than 60 days overdue; any serious credit infringement which James Cook University believes I have committed; advice that payments are no longer overdue and/or that credit provided to me has been discharged.
- Obtain from a credit reporting agency a report containing personal credit information about me and a report containing information about my commercial activities or commercial credit worthiness, to enable James Cook University to assess this application for credit.

ACKNOWLEDGEMENT

I acknowledge that:

- In the event that I cease to be a currently enrolled student of JCU then all monies due under this loan will become immediately due and payable.
- It is a condition of this loan that monies advanced to me will be applied for the purpose for which the loan is granted.
- If my repayment schedule is in arrears:
 - My subject results will be withheld;
 - I will not be permitted to re-enrol at the University; and
 - I will not be permitted to graduate.

DECLARATION

The information submitted on this form is complete, true and correct. By signing below, I acknowledge that I have read and agreed to the Privacy Notice and Consent listed on this application form.

Signature _____ Date _____

9. Application Checklist

Have you:

- Completed the application form
- Attached written evidence of income
- Attached a completed Guarantee Form (if applicable)

Note: All applicants must attend a personal interview with a Student Loans Officer before their loan application is assessed. During the interview you will be required to demonstrate your ability to commence loan repayments immediately.

10. Please return this completed form to:

Completed Loan Applications should be submitted to the Student Loans Officer in either Townsville or Cairns. You must also make an appointment and attend an interview before the loan can be assessed.

Townsville

Student Administration
Humanities II Building Room 123B
Ph: 07 4042 5528
Email: studentloanstvl@jcu.edu.au

Cairns

Student Administration
Building A1 Room 004
Ph: 07 4042 1149
Email: studentloanscns@jcu.edu.au

Student Loans Office Use Only

STUDENT LOANS OFFICER – RECOMMENDATION:

STUDENT NAME _____

LOAN AMOUNT _____

- Loan application meets eligibility criteria – approval recommended
- Loan application does not meet eligibility criteria – approval NOT recommended
- Exceptional and compassionate circumstances apply – special consideration required

COMMENTS / RECOMMENDED CONDITIONS: _____

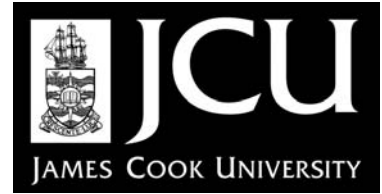
AUTHORISED DELEGATE

APPROVED / NOT APPROVED Signature _____

PRINT FULL NAME _____

CONDITIONS OF APPROVAL (if any) _____

DATE ____ / ____ / ____



Student Loans Officer
Student Administration
Telephone Tvl: (07) 4781 5528
Facsimile: Tsl: (07) 4781 6295

Telephone Cns: (07) 4042 1149
Facsimile: Cns: (07) 4042 1280
E-mail: studentloans@jcu.edu.au

IMPORTANT NOTICE – GUARANTEE

The student named on the attached Guarantee Form has applied for a loan from James Cook University. The student has nominated you as a person who is willing to guarantee repayment of that loan by the student. On that basis, we are enclosing the Guarantee Form for your signature which must be witnessed by either a Justice of the Peace, Commissioner for Declarations or Solicitor.

The Loan

The loan to be advanced is free of charges unless the student is in default of the repayment terms. Default charges will then accrue and become repayable as part of the loan. The circumstances in which default will occur are described in the Guarantee, attached.

The Effect of the Guarantee

If the student defaults on the repayment terms the University may seek and enforce repayment of the entire balance of the loan, including default charges, from you as Guarantor.

Independent Legal Advice

The University strongly recommends that you seek independent legal advice before signing the Guarantee.

Consumer Credit Code

You should be aware that, except for a very small number of provisions, the Consumer Credit Code does not apply to the loan because it is made by a university to a student on the basis of financial hardship. One of the provisions of the Consumer Credit Code that does apply to the loan is Section 56 which deals with guarantees. Under that provision we are required to advise you of and obtain your consent prior to granting an increase of this loan to the Student. Section 70 of the Consumer Credit Code will also apply to this loan and enables the court to “re-open” what it considers to be an unjust transaction. These are some of the matters about which you should seek legal advice before signing the Guarantee.

If the student requests an increase of the loan, a new contract will be entered into.

Completing the Guarantee

If you are happy that you understand the legal and practical effect of the Guarantee and you are willing to act as Guarantor for the student, please sign this letter and the Guarantee, and return it to the Student Loans Officer, Townsville or Cairns Campus, James Cook University.

Yours faithfully

Student Loans Officer

Acknowledgement by Guarantor:

I acknowledge that I have received, read and understood this Important Notice and the Guarantee and that James Cook University has recommended that I seek independent legal advice before signing the Guarantee.

(Guarantor)

...../...../.....



GUARANTEE FORM

Guarantee made this _____ day of _____ 20 _____

BETWEEN _____

in the state of Queensland ("the Guarantor") and JAMES COOK UNIVERSITY ("the University")

RECITALS:

- A. The University is willing to advance a loan for the amount and term referred to in Item 1 of the Reference Schedule below to the person named in Item 2 of the Reference Schedule (the "Student").
- B. In consideration of the University granting the loan the Guarantor guarantees repayment of the loan to the University.

GUARANTEE

- 1. The Guarantor unconditionally guarantees the due and punctual payment to the University on demand of all moneys (the 'Secured Moneys') which the Student becomes actually or contingently liable to pay to the University in relation to the Loan Agreement.

NATURE OF GUARANTEE

- 2. This Guarantee may be enforced against the Guarantor without the University first being required to exhaust any remedy it may have against the student. It is a continuing and irrevocable guarantee for the whole of the Secured Moneys and will remain in full force and effect until discharged and will apply to the present and future balance of the Secured Moneys.

GUARANTOR'S LIABILITY ABSOLUTE

- 3. The liability of the Guarantor is absolute and will not be affected by any act or omission which might otherwise operate to release the Guarantor from its obligations in whole or in part.

UNIVERSITY'S CERTIFICATION

- 4. A certificate of an officer of the University as to the amount for the time being due from the student to the University will be conclusive evidence for all purposes against the Guarantor in the absence of manifest error.

EXPENSES

- 5. The Guarantor shall reimburse the University for its expenses incurred in connection with the enforcement of this guarantee including legal costs and expenses on a full indemnity basis.

STATEMENT OF COSTS OF CREDIT

- 6. The Guarantor acknowledges that if the Student fails to make two (2) consecutive repayments by the scheduled repayments dates a default fee of \$25.00 will apply and that if the Student fails to make five (5) consecutive repayments by the scheduled repayment dates the Student will be deemed to be in substantial default, and:
 - (i) the loan will become payable immediately upon demand;
 - (ii) the loan will be referred to the University's debt collection agency whose fee is currently 10% of the outstanding loan balance; and
 - (iii) the Student and / or Guarantor will be liable for all costs relating to recovery of the outstanding balance of the Loan including all charges and fees.

REFERENCE SCHEDULE

Item 1	Loan Amount	\$
Item 2	Student Full Name	
	Student Address	
Item 3	Guarantor Full Name	
	Guarantor Address	

SIGNED by the GUARANTOR.....
Signature *PRINT NAME*

In the presence of:.....
Signature *PRINT NAME*

Witness (Justice of Peace / Commissioner for Declarations / Solicitor)