

# LOAN AGREEMENT

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

## PARTIES:

Lender Name: \_\_\_\_\_

Lender Address: \_\_\_\_\_

Borrower Name: \_\_\_\_\_

Borrower Address: \_\_\_\_\_

## RECITALS:

WHEREAS, the Lender agrees to loan certain funds to the Borrower, and the Borrower agrees to repay this loan under the terms set forth in this Loan Agreement; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### 1. Loan Amount and Disbursement

The Lender agrees to loan the Borrower the principal sum of \_\_\_\_\_ AUD (the "Loan Amount"). The Loan Amount shall be disbursed to the Borrower on execution of this Agreement or on such other terms as agreed in writing between the parties.

### 2. Interest Rate

The Loan Amount shall bear interest at a fixed rate of \_\_\_\_\_% per annum, calculated on a daily basis and payable monthly in arrears, or as otherwise agreed by the parties in writing.

### 3. Term and Repayment

The Borrower agrees to repay the Loan Amount and accrued interest in full on or before \_\_\_\_\_, unless otherwise extended in writing by the Lender. Repayments shall be made in monthly installments of \_\_\_\_\_ AUD commencing on \_\_\_\_\_, or as otherwise agreed.

### 4. Prepayment

The Borrower may prepay all or part of the Loan Amount at any time without penalty, provided that all accrued interest up to the date of prepayment is paid in full.

### 5. Security

As security for the Loan, the Borrower grants the Lender a fixed and/or floating charge over the following assets: \_\_\_\_\_. The parties agree to execute any documents necessary to perfect such security interests as required under Australian law.

### 6. Covenants

The Borrower covenants that it will: (a) use the Loan Amount only for lawful purposes; (b) maintain its assets in good condition; (c) comply with all applicable laws and regulations; (d) provide the Lender with financial statements and other documents upon request; and (e) notify the Lender promptly of any event that may materially affect its ability to repay the Loan.

### 7. Default

The following events shall constitute an Event of Default: (a) failure to make any payment when due; (b) breach of any

covenant or representation; (c) insolvency or bankruptcy of the Borrower; (d) any material adverse change affecting the Borrower's ability to perform under this Agreement. Upon an Event of Default, the Lender may declare the entire outstanding Loan Amount and accrued interest immediately due and payable and exercise all rights and remedies available at law or in equity.

#### **8. Representations and Warranties**

Each party represents and warrants that it has the power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

#### **9. Governing Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of \_\_\_\_\_ State or Territory for any disputes arising out of or relating to this Agreement.

#### **10. Notices**

All notices, demands, or other communications required or permitted under this Agreement shall be in writing and delivered personally, sent by pre-paid post, or by email to the addresses set out above or any other address notified in writing.

#### **11. Amendment**

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties.

#### **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements relating to the subject matter hereof.

#### **13. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

#### **14. Waiver**

No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default.

#### **15. Costs**

Each party shall bear its own legal and other costs incurred in connection with the negotiation, preparation, and execution of this Agreement.

#### **16. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **17. Execution**

The parties have executed this Agreement as of the date first written above.

**LENDER'S SIGNATURE**

**BORROWER'S SIGNATURE**

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

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

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