

UNSECURED LOAN AGREEMENT

Location: _____ Date: _____

PARTIES:

Lender Full Name / Entity: _____

Lender Address: _____

Borrower Full Name / Entity: _____

Borrower Address: _____

RECITALS:

WHEREAS, the Lender agrees to loan a sum of money to the Borrower, and the Borrower agrees to repay this loan under the terms and conditions set forth in this Agreement;

WHEREAS, this loan is unsecured, and no collateral is required or provided;

NOW, THEREFORE, in consideration of the mutual promises contained herein, 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 or after the execution of this Agreement by both parties.

2. Interest Rate

The Loan Amount shall bear interest at the rate of _____% per annum, calculated on a simple interest basis, unless otherwise agreed in writing by the parties.

3. Repayment Terms

The Borrower shall repay the Loan Amount and accrued interest in full on or before _____ (the "Repayment Date"). Early repayment may be made without penalty.

4. Security

This is an unsecured loan. The Borrower is not required to provide any collateral or security for the Loan Amount.

5. Use of Loan

The Borrower agrees to use the Loan Amount solely for lawful purposes and not for any unlawful or prohibited activities under Australian law.

6. Default

If the Borrower fails to repay the Loan Amount and accrued interest in full by the Repayment Date, the Borrower will be in default under this Agreement. Upon default, the Lender may demand immediate payment of the entire outstanding Loan Amount and accrued interest. The Lender may exercise any rights or remedies available under applicable Australian law.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and

the state or territory in which the Lender resides, without regard to conflict of laws principles.

8. Notices

All notices, requests, demands or other communications under this Agreement must be in writing and shall be deemed to have been duly given when delivered by hand or sent by pre-paid post or electronic mail to the respective addresses set forth in this Agreement or such other address as either party may notify the other in writing.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements, whether oral or written, relating to the subject matter herein.

10. Amendments

Any amendment or variation of this Agreement must be in writing and signed by both parties.

11. Severability

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

12. Waiver

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

13. Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

14. Costs

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

15. Counterparts and Execution

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies shall be deemed as effective as original signatures.

16. Confidentiality

The parties agree to keep the terms of this Agreement confidential and not to disclose any information except as required by law or agreed in writing.

17. No Partnership or Agency

Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or agency relationship between the parties.

18. Further Assurances

Each party agrees to do all things and execute all documents necessary or desirable to give effect to this Agreement.

19. Remedies Cumulative

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20. Survival

The provisions of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://legaltemplates-au.com/unsecured-loan-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-au.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.