

# Credit (Home Finance Contracts) (Savings and Transitional) Regulation 1984

[1984-523]



New South Wales

## Status Information

### Currency of version

Repealed version for 1 August 1997 to 30 June 2010 (accessed 19 July 2024 at 16:16)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

### Provisions in force

The provisions displayed in this version of the legislation have all commenced.

### Notes—

- **Previously named**  
Credit (Home Finance Contracts) Regulation 1984
- **Repeal**  
The Regulation was repealed by Sch 1 to the [Credit \(Commonwealth Powers\) Act 2010 No 6](#) with effect from 1.7.2010.

### Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

File last modified 1 July 2010

# Credit (Home Finance Contracts) (Savings and Transitional) Regulation 1984



New South Wales

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# Credit (Home Finance Contracts) (Savings and Transitional) Regulation 1984



New South Wales

## 1 Name of Regulation

This Regulation may be cited as the *Credit (Home Finance Contracts) (Savings and Transitional) Regulation 1984*.

## 2 Commencement

This Regulation shall take effect on and from 21 December 1984.

## 2A Application of Regulation

This Regulation applies only to home finance contracts and other matters to which the Act applies, as referred to in section 2A of the Act.

## 3 Definition

In this Regulation, **the Act** means the *Credit (Home Finance Contracts) Act 1984*.

## 3A Contracts to which the Act applies

For the purposes of the definition of **home finance contract** in section 4 of the Act, \$125,000 is prescribed instead of \$67,500.

## 4 Notice by credit provider

- (1) For the purposes of section 7 of the Act, the prescribed form of notice is set out in Schedule 1.
- (2) Where the notice prescribed by subclause (1) suggests or requires the insertion of information in a blank space, the notice shall be in a form in compliance with this Regulation only when each item of information is inserted as suggested or required.

## 5 Prescribed requirements for print and type in notice

- (1) For the purposes of section 18 (2) (b) of the Act:
  - (a) subject to paragraph (c), where any print or type that is produced directly or

indirectly by a method or process under which each character occupies a space of the same width, that print or type shall be not smaller than 12-pitch,

(b) subject to paragraph (c), print or type produced by a method or process other than that referred to in paragraph (a) shall be in one of the type faces specified in Schedule 2 and of or larger than the size of 10 point, and

(c) where, in a notice prescribed by clause 4, there is a blank space in which further print or type is subsequently inserted by a method or process by which each character occupies a space of the same width, that latter print or type shall, when inserted, be not smaller than 13-pitch

(2) In subclause (1):

**character** includes a letter, figure, symbol, punctuation mark and space between adjacent characters.

**12-pitch** means of dimensions such that any selected passage of print or type 25 mm in length includes no more than 12 characters and **13-pitch** has a corresponding meaning.

## 6 Prescribed requirements for reproduction of print or type

Where the dimensions of the face measurement of print or type in a notice prescribed by clause 4 comply with clause 5 and that notice is photographed, reproduced or copied, the face measurement of the print or type in the notice produced by that photograph, reproduction or copy shall, for the purposes of section 18 (2) (b) of the Act, be not less than 95 per cent of the face measurement of the print or type in the original notice.

## 7 Lay-out of notice

(1) Subject to sections 19 and 20 of the Act, the notice prescribed by clause 4 (and any part thereof) shall be:

(a) paragraphed and indented, and

(b) set out in the contrasting print or type of upper and lower case,

as appears in Schedule 1.

(2) A credit provider who serves, or who causes to be served, a notice prescribed by clause 4 that does not comply with subclause (1) is guilty of an offence and liable to a penalty not exceeding 5 penalty units.

## Schedule 1 Home finance contract—notice

(Clause 4)

*Credit (Home Finance Contracts) Act 1984*

Section 7

..... 19 .

(date)

To: .....

(name of debtor or guarantor)

.....

(address)

From: .....

(name of credit provider)

.....

(address)

After one month from the time this Notice is received .....

(name of credit provider)

intends to take legal action or exercise a right under a home finance contract against

.....

(name of debtor)

The credit provider's reasons are given at the end of this Notice, together with:

\* the amount the credit provider claims to be owed under the contract; and

\* details of the contract.

This Notice is given to the debtor under a home finance contract and any guarantor of that contract.

You should discuss this matter with the credit provider as soon as possible.

The person to contact is .....

(name or title of officer or agent)

of .....

(name of credit provider or agent)

Telephone No: .....

If this Notice is given to you because you have guaranteed repayment of the debtor's home finance contract, you should also discuss this matter with the debtor immediately.

If you are the debtor under the home finance contract and you cannot come to a suitable arrangement with the credit provider, contact Consumer Affairs immediately.

If you have been **unemployed, sick** or there is another **good reason** why you cannot meet your commitments, then the contract may be able to be varied under the law to meet your situation.

If you have guaranteed repayment of the debtor's home finance contract and the credit provider looks to you to pay out the contract, you have a right, similar to that of the debtor, to seek a variation of your commitments in circumstances of hardship.

If you disagree with anything in the Notice, including what it says is owed, contact Consumer Affairs or seek legal advice immediately. There are other people, such as financial counsellors, who may be able to help.

REASONS FOR, AND NATURE OF, INTENDED LEGAL ACTION OR EXERCISE OF RIGHT

(a) Arrears:

Amount: ..... \$

\*Other amounts owing: ..... \$

..... \$

..... \$

TOTAL: ..... \$

\*Specify nature of each amount.

Number of payments in arrears: .....

Period to which arrears relate: .....

(b) *Other reasons (if any):*.....

.....

.....

.....

.....

(c) *Nature of intended legal action or exercise of right:*

.....

.....

DETAILS OF HOME FINANCE CONTRACT

Loan No (if any) ..... Current interest rate: .....

Amount borrowed: \$...... Net balance due at date of this Notice: \$.....

Date of loan: ..... Duration of loan: .....

Registered Mortgage No (if any): .....

Address of any mortgaged property: .....

Description of any mortgaged property: Volume No .....

Folio No .....

(Other) .....

.....

.....

IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION ABOUT WHAT TO DO NEXT, SEEK LEGAL ADVICE OR CONTACT YOUR NEAREST OFFICE OF THE DEPARTMENT OF CONSUMER AFFAIRS.

.....(signature of credit provider or agent)

## **Schedule 2 Print or type for use in notice under Credit (Home Finance Contracts) Act 1984**

(Clause 5 (1) (b))

Avante Garde  
Avante Garde Book  
Avante Garde Medium Bold  
American Typewriter  
American Typewriter Medium  
American Typewriter Bold  
Baskerville  
Baskerville Roman  
Baskerville Roman Italic  
Baskerville Roman Bold  
Bembo  
Bembo Roman  
Bembo Roman Italic  
Bembo Bold  
Bodoni  
Bodoni Roman  
Bodoni Roman Italic  
Bodoni Bold  
Century Old Style  
Century Old Style Roman  
Century Old Style Roman Italic  
Century Old Style Bold  
Century School Book  
Century School Book Roman  
Century School Book Roman Italic  
Century School Book Bold  
Clarendon  
Clarendon Roman  
Clarendon Roman Italic  
Clarendon Bold  
Claro  
Claro Light  
Claro Medium  
Claro Medium Italic  
Claro Demi-Bold  
De Vinne  
De Vinne Roman  
De Vinne Roman Italic  
De Vinne Bold  
Gill Sans  
Gill Sans Medium

Gill Sans Medium Italic  
Gill Sans Bold  
Gloucester Old Style  
Gloucester Old Style Roman  
Gloucester Old Style Roman Italic  
Gloucester Old Style Bold  
Helvetica  
Helvetica Light  
Helvetica Medium  
Helvetica Medium Italic  
Helvetica Bold  
Karnak Intermediate  
Karnak Intermediate Roman  
Karnak Intermediate Roman Italic  
Karnak Intermediate Bold  
Megaron  
Megaron Light  
Megaron Medium  
Megaron Medium Italic  
Megaron Bold  
Metro  
Metro Italic  
Metro Bold  
Musica  
Musica Roman  
Musica Roman Italic  
Musica Bold  
Old Style  
Old Style Roman  
Old Style Roman Italic  
Old Style Bold  
Optima  
Optima Roman  
Optima Roman Italic  
Optima Bold  
Plantin  
Plantin Roman  
Plantin Roman Italic  
Plantin Bold  
Press Roman Bold  
Press Roman Medium  
Record Gothic  
Rockwell Light  
Rockwell Medium  
Rockwell Bold  
Rockwell Italic  
Souvenir  
Souvenir Light



Souvenir Light Italic  
Souvenir Bold  
Souvenir Medium  
Times (or English)  
Times (or English) Roman  
Times (or English) Roman Italic  
Times (or English) Bold  
Univers  
Univers Light  
Univers Medium  
Univers Medium Italic  
Univers Bold  
Zapf  
Zapf Medium