

Department of Defence

AMF Relief Trust Fund
Agreement Record

Date	Service Number	Rank

Name of Borrower

In-Confidence (After first entry)

THIS DEED made the [] day of []

One thousand nine hundred and []

BETWEEN [] of []

in the State of []

(hereinafter called the Borrower) of the one part AND THE TRUSTEES OF THE AUSTRALIAN MILITARY FORCES RELIEF TRUST FUND (hereinafter called the Trustees) of the other part WHEREAS the Trustees are the trustees of the Australian Military Forces Relief Trust Fund established by virtue of the provisions of the Services Trust Funds Act 1947 and WHEREAS the Trustees have been requested to advance on loan to the Borrower or to pay in accordance with the borrower's request and direction the said sum of

[] dollars [] cents \$ []

out of the Australian Military Forces Relief Trust Fund as a benefit within the meaning of the provisions of the said Act and for the purposes thereof AND WHEREAS the Trustees have considered the said request in accordance with the provisions of the said Act AND WHEREAS the Trustees have agreed to advance on loan to the Borrower or to pay in accordance with the borrower's request and direction the said sum of

[] dollars [] cents \$ []

having concluded the same to constitute a benefit as aforesaid under the said Act upon having the repayment of the said sum of

[] dollars [] cents \$ []

secured by the execution of this agreement and any other security mentioned in Clause 6 hereof and upon being satisfied that the circumstances of the Borrower are such that it is beyond the borrower's ability to offer any other lawful security NOW in consideration of the said sum of

[] dollars [] cents \$ []

(hereinafter called the total loan) (the receipt whereof is hereby acknowledged) advanced by the Trustees to the Borrower or in accordance with the borrower's request and direction THIS AGREEMENT WITNESSETH as follows:

- 1. The Borrower shall repay the total loan free of interest to the Trustees by fortnightly instalments of not less than

[] dollars [] cents \$ []

and agrees to authorise the Director Defence Force Pay (as far as the latter is entitled lawfully to comply with such authority) to pay such amount to the Trustees from the moneys due to the Borrower from day to day.

- 2. In the event that:
a. The Borrower shall make default in payment in accordance with Clause 1 hereof by the borrower's own deliberate or wilful act, or,
b. Whether or not the Borrower shall have continued to make payment in accordance with Clause 1 hereof the Borrower shall for any reason (whether hereinafter mentioned or not) cease to be a member of the Australian Military Forces on full-time duty; or,

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- c. The Borrower shall have been discharged or shall be about to be discharged as a member of the Australian Military Forces on full-time duty by any authority for the purpose of Australian Military Regulation 176 or for any other reason whatsoever then at the time such a determination to discharge the Borrower as aforesaid:
- (1) that the Borrower has requested discharge; or,
 - (2) that the Borrower cannot be usefully employed in the Australian Military Forces because these forces are being retrenched; or,
 - (3) that the Borrower is medically unfit for service in the Australian Military Forces; or,
 - (4) that the Borrower's mental or physical state is such that the Borrower cannot be usefully employed in the Australian Military Forces; or,
 - (5) that such an authority as is mentioned above is satisfied that the Borrower is not suited to be a soldier; or,
 - (6) that such an authority as is mentioned above is satisfied that the Borrower's retention in the Australian Military Forces is not in the interest of these forces; or,
 - (7) that the Borrower has been absent without leave for a period exceeding three months, or has suffered frequent convictions for having been absent without leave; or,
 - (8) that the Borrower has been guilty of misconduct; or,
 - (9) that the Borrower has been convicted of a crime which, in the opinion of the Chief of Army, is such as to render the Borrower unsuitable for service in the Australian Military Forces; or,
 - (10) that the Borrower's service in the Australian Military Forces might, in the opinion of the Chief of Army, be prejudicial to the security of the Commonwealth,

then at the time such a determination to discharge the Borrower as aforesaid shall be made by such an authority the whole of the balance of the total loan then unpaid shall at the option of the Trustees become forthwith due and payable by the Borrower to the Trustees and recoverable by the Trustees by way of action for debt for money lent in any Court of competent jurisdiction without the necessity of any notice or formal demand upon the Borrower or any surety who may have given security for the Borrower.

3. The Trustees may at any time or times grant to the Borrower any time or indulgence without in any way prejudicing their rights hereunder to recover the whole of the balance or the total loan at any time unpaid and recoverable in accordance with Clause 2 hereof.
4. A statement in writing signed by the Secretary to, or the person exercising the office of, the Secretary to the Trustees of the Australian Military Forces Relief Trust Fund from time to time as to the record of payments made by the Borrower and of the amount due or owing to the Trustees by the Borrower and such statement shall be prima-facie evidence that such amount is so due and owing.
5. The Borrower agrees to authorise the Director Defence Force Pay (*so far as the latter is entitled lawfully to comply with such authority*) to pay to the Trustees from the moneys due to the Borrower if the Borrower should cease for any reason to be a member of the Australian Military Forces on full-time duty such sum not exceeding the whole of the balance of the total loan then unpaid by the Borrower as is disclosed by a statement in accordance with Clause 4 hereto.
6. It is agreed and declared that any or all of the following:
 - a. the allotment from pay form,
 - b. the authority directed to the Defence Force Pay Accounting Centre,

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- c. the authority to Defence Force Retirement and Death Benefits Authority,
- d. the form of indemnity and guarantee made between the Trustees and

[] at the request of the Borrower

- e. the bill of sale between the Trustees and the Borrower,
- f. the deed or memorandum of mortgage made between the Trustees and the Borrower,

executed at the time of the execution hereof are collateral herewith and are for the purpose of facilitating and securing the repayment of the total loan and accordingly the Trustees or their representative shall be at liberty and are hereby requested as the Borrower's agent or agents to complete any blanks in the same by inserting therein the proper sums of money and date of operation thereof whether the present date hereof or any future date and whether related to default or any other event, act or omission concerning the Borrower or any surety who may have given security for the Borrower.

7. This agreement shall bind the Trustees, their successors and assigns and the Borrower's heirs, personal representatives and assigns.

SIGNED by the Borrower []

in the presence of []

SIGNED for or by the Trustees []

in the presence of []

for and on behalf of the Australian Military Forces Relief Trust Fund.

I, [] the Borrower

mentioned in this Agreement, certify that I have read it and have been afforded the opportunity to ask any question which I have seen fit in respect of any liability to repay the loan the subject of this Agreement and I further certify that I understand the terms of the agreement and its effect and that I have freely and voluntarily executed the same.

In witness whereof the parties hereto set their hands and seals the day and year first above written.

Signed Sealed and Delivered,

by the said

Borrower []

in the presence of

Witness []

Note The attention of the Borrower is directed to Clause 2 of this Agreement. In accordance with the aforementioned clause, you may be required to settle your debt to the Fund in full should you be about to be discharged for any reason, and if you fail to arrange such settlement, the Trustees may, at their discretion, institute immediate legal proceedings before discharge for recovery of the amount outstanding, plus legal costs.