



Sample Family Loan Deed

Important note

This sample family loan deed is provided as a guide and discussion aide only to help families considering setting up an intra-family loan.

It is an example of a loan deed to allow for repayment of a loan from a child (and a partner, if applicable) to that child's parents, with option to charge interest or not. The loan becomes repayable early in the event of relationship breakdown between the child and their partner.

THIS IS NOT LEGAL OR FINANCIAL ADVICE.

We strongly recommend you seek professional advice to ensure your (and your family's) individual circumstances are addressed and appropriately protected. The lender may also wish to seek advice about registering a security interest over the property, such as a mortgage or caveat. This document does not do this.

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Version October 2026

Date of this deed:

Parties:

Name of Lender (or Lenders)

Name of Borrower (or Borrowers)

Background:

The parties agree, in exchange for valuable consideration:

- A. The Lender/s has agreed to the request of the Borrower/s to provide a loan;
- B. The Borrower/s are married/in a de-facto relationship [delete/update as applicable]and have both contributed to purchase the property referred to in the Key Terms; and
- C. The parties intend to record their intentions of financial contribution towards the Property as detailed in this Deed.

Key Terms

Lender (or Lenders)	Name: Postal address: Email: (If there are multiple Lenders, then this section may contain multiple parties).
Borrower (or Borrowers)	Name: Postal address: Email: (If there are multiple Borrowers, then this section may contain multiple parties).
Total Loan Amount	\$
Loan Period	Period in years (or months):
Instalments (if applicable)	\$: Dates: (If: A. There are instalments, then this can be a list of fixed figure instalments with dates for payment of these installements; or B. no instalments, this can be 'NIL')
Payment Method	Account Name: BSB: Account Number:
Interest Rate (if applicable)	% per annum (If no interest will be charged, this can be 'NIL')
Interest Rate on Late Payments / Default (if applicable):	% per annum (If no interest will be charged on late payments or default, this can be 'NIL')
Property to be purchased by Borrower (or Borrowers):	Address (if known): Certificate of Title Volume _____ Folio

1. Operative Provisions

The Borrower/s acknowledges the monies due to the Lender/s are as set out in the "Total Loan Amount" in the Key Terms ("the debt") are outstanding to and payable by the Borrower to the Lender in addition to any costs detailed in the Key Terms (if any).

The Borrower/s acknowledge and accept:

- a. The sum has, or, at the discretion of the lender, may be, provided by the Lender/s to contribute towards the purchase, refinance, renovation or similar in respect of the Property;
- b. The monies provided by the Lender is not a gift and is repayable within the "Loan Period" in the Key Terms;
- c. In the event of the demise of any of the parties, the monies owed must be paid to or from the deceased estate;
- d. The Borrowers (if more than one) acknowledge that in the event of a breakdown in their relationship, all monies owing to the Lender/s become immediately due and payable by the Borrowers jointly and severally;
- e. The Borrower/s will at all times act reasonably and responsibly to ensure the full and timely repayment of the debt to the Lender/s immediately or on request;
- f. The Borrower/s acknowledge that they may seek independent legal and financial advice before entering this Deed at their own cost and discretion;
- g. The Lender/s has agreed to forebear immediate repayment of the monies and to hold on any action subject to the terms and conditions in this Deed and in consideration of the acknowledgement of the debt and in satisfaction and accord for the monies due to resolve payments. Execution hereof is also intended to be as a deed;
- h. The Borrower/s will (if required by "Instalments" in the Key Terms) repay the monies by instalments in the amounts and no later than the agreed payment dates or periods set out in "Instalments" in the Key Terms. Time for all purposes will be deemed to be the essence of this Deed;
- i. In addition to repaying the monies the Borrower/s will pay the Lenders' costs if any action has been commenced or is later commenced in addition to the monies due as acknowledged;
- j. Any payments of monies due which are not made on the due dates set out in "Instalments" in the Key Terms will incur interest at the rate of interest specified in "Interest Rate on Late Payments / Default" in the Key Terms or such other rate as the Lender/s and the Borrower/s may agree in writing from time to time from the due date for payment until payment of the monies and any costs are repaid in full;
- k. Notice detailing the interest due, and costs will be prima facie evidence of the costs which are payable on demand after default;
- l. In default of payment all the reasonable commercial agent's fees, collection fees and legal fees and other reasonable disbursements incurred by the Lender/s as a result of the Borrowers' failure to repay the monies will be paid by the Borrower/s ("the costs") for breach. If the debt was discounted or reduced, then the full debt is due on any default in payment;

- m. In the event the Borrower/s fail to pay any one of the instalments referred to in this Deed then the Lender/s will be at liberty without further notice to the Borrower/s to issue proceedings (or if judgment be entered already to proceed with execution against any judgment it may have) to recover the whole of the debt, the costs, additional costs and interest thereon in accordance with the provisions in this Deed. Interest will continue to be incurred on all monies outstanding hereunder until payment is made in full.
 - n. The Borrower/s will not be entitled to defend any proceedings brought by the Lender/s to enforce the debt and costs and interest acknowledged in this Deed and this Deed may be pleaded in bar to any defence; and
 - o. Where signed by a director the party warrants authority to bind the company and signs under section 127 of the Corporations Act 2001 (Cth) and is personally liable to the Lender/s for the arrangement for the company.
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2. Confidentiality

The parties must keep the terms of this Deed confidential, save for any necessary disclosure to their respective legal and financial advisors.

3. Entire Family Loan Deed

This Deed is the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed, and supersedes any prior understanding, arrangement, representation, or agreements between the parties as to the subject matter contained in this Deed.

Nothing in this Deed is intended to override any other agreement between the Lender/s and any other third party

4. Interest Repayment

[This clause only applies if an "Interest Rate" is included in the above Key Terms]

Upon execution by the Borrower/s of this Deed the Lender/s agree to advance to the Borrower/s the amount as set out in "Total Loan Amount" in the Key Terms plus interest, accruing daily, as set out in "Interest Rate" in the Key Terms.

The Borrower/s acknowledge that the monies owed to the Lender/s may exceed the borrowed amount and may vary because of any additional fees owing and any interest accrued.

5. Amendment

An amendment or variation to this Deed is not effective unless in writing and signed by all parties.

6. Interpretation

This Deed is governed by the laws of the State or Territory in which the Property is located and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory.

In the interpretation of this Deed:

- a. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- b. A word denoting the singular number includes the plural number and vice versa;
- c. A word denoting an individual or person includes a corporation, firm, authority, government body and vice versa;
- d. A word denoting a gender includes all genders;
- e. A reference to a recital, clause or schedule is to a recital, clause or schedule of or to this document;
- f. A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as varied, novated, supplemented or replaced from time to time;
- g. A reference to any party to this document, or any other document/arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- h. A reference to 'dollars' or '\$' is a reference to Australian currency; and
- i. Obligations under this Deed affecting more than one party bind them jointly and each of them severally.

EXECUTED AS A DEED

The parties each acknowledge and consent to the parties or their attorneys and representatives signing this Deed and any Notices by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and delivering this Deed and any Notices under the Act by email. Notices may be by email to the notified email addresses above.

SIGNED, SEALED AND DELIVERED by

Signature of witness

Print Name of Lender

Signature of Lender

SIGNED, SEALED AND DELIVERED by

Signature of witness

Print Name of 2nd Lender (if any)

Signature of 2nd Lender (if any)

SIGNED, SEALED AND DELIVERED by

Signature of witness

Print Name of Borrower

Signature of Borrower

SIGNED, SEALED AND DELIVERED by

Signature of witness

Print Name of 2nd Borrower (if any)

Signature of 2nd Borrower (if any)