

# AgriStarter Loan Guidelines

## Loans for new farm businesses

January 2021



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# Contents

- 1 Summary ..... 4
- 2 About the AgriStarter Loan ..... 4
- 3 Who can apply ..... 5
- 4 Loan uses ..... 9
- 5 Loan features .....10
- 6 Loan security.....13
- 7 How to apply .....13
- 8 How applications are assessed.....14
- 9 Loan funding availability .....14
- 10 Notifying applicants of loan decisions .....14
- 11 Decision review process .....15
- 12 Loan conditions.....16
- 13 Conflict of interest .....16
- 14 False or misleading information.....16
- 15 Onus on the applicant .....17
- 16 Privacy.....17
- 17 Disclaimer.....17
- 18 Evaluation.....18
- 19 Review of the guidelines .....18
- Glossary.....18

## Figures

- Figure 1 Maximum value of RIC loan if commercial debt of \$800,000 ..... 11
- Figure 2 Maximum value of RIC loan if commercial debt of \$2.4 million ..... 11

# 1 Summary

The Regional Investment Corporation (RIC) is offering **AgriStarter loans** to encourage and support people in obtaining their first farming business, or to assist with farm business succession planning and giving effect to succession plans.

There are two kinds of **AgriStarter loans** – succession loans and **first farmer** loans. Succession loans are available to help applicants undertake succession activities (being the succession planning process or activities identified in that process). First farmer loans are available to help eligible loan applicants to:

- purchase a **farm business** or a controlling interest in a farm business, or
- establish or develop a farm business in which the applicant has or will have the sole or a controlling interest (including by funding the purchase of land, infrastructure, equipment or stock, and covering other farm costs such as operating expenses).

To qualify for a loan, you must meet all eligibility criteria (see sections 3.1 to 3.4 below).

**AgriStarter loans** can be for up to \$2 million.

The initial loan term is ten (10) years, with interest-only repayments for the first five (5) years and principal and interest repayments for the final five (5) years. A variable interest rate applies to the loans.

After reading these guidelines you may wish to contact us to discuss your individual circumstances before deciding whether to apply. You can contact us on 1800 875 675, via email [applications@ric.gov.au](mailto:applications@ric.gov.au) to or visit [ric.gov.au](http://ric.gov.au).

When you are ready to apply, complete the [application form](#).

## 2 About the AgriStarter Loan

The Australian Government, through the RIC, is providing **AgriStarter loans** to assist eligible **applicants** to:

- buy an existing farm business
- establish a new farm business
- develop a farm business that the applicant has recently established or acquired (or will establish or acquire), or
- to support succession arrangements in respect of the farm business.

Subject to the limits outlined in these guidelines, these loans can be used for most genuine farm business-related expenses to help establish and safeguard the profitability and productivity of those businesses into the future.

For all our loans, applicants must demonstrate (among other things) that they are in need of financial assistance, and their farm business is financially viable or has sound prospects of becoming financially viable within the term of the loan.

See the [Glossary](#) for definitions of **key terms**.

## 3 Who can apply

You can apply for a **first farmer** loan if:

- you are seeking to purchase, establish or develop a **farm business** in which you hold or will hold the sole or a controlling interest (see sections 3.1 and 3.1.1 – First Farmer).

You can apply for a succession loan if:

- you are a farm business, or
- you are a **farm business successor** – that is, you have recently inherited or will inherit an interest in a farm business, or have recently acquired or will acquire an interest in a farm under a succession plan (see sections 3.1 and 3.1.2 – Succession loans)
- you are a **farm asset successor** – that is, you hold the sole or a controlling interest in a farm business, and have recently inherited or will inherit farm assets, or have recently acquired or will acquire farm assets under a succession plan (see sections 3.1 and 3.1.2 – Succession loans).

### 3.1 Eligibility criteria

An applicant must meet the eligibility criteria before they can obtain an **AgriStarter loan**. In all cases, the recipient of the loan must:

- have already obtained, or demonstrate that they will obtain within a reasonable period, a loan on commercial terms (see section 5.1.1)
- be in financial need of a concessional loan
- have the capacity to repay the loan, and
- meet all farm business eligibility criteria (see sections 3.2, 3.3 and 3.4).

It will also be necessary to show that the relevant **farm business** will be an ‘eligible farm business’ after the succession arrangements have been carried out, or the purchase, establishment or development of the farm business is complete.

#### 3.1.1 First Farmer

To be eligible for a **first farmer** loan, in addition to eligibility criteria outlined in section 3.1, applicants must:

- not have previously held the sole or a majority interest in a **farm business** (other than the recently acquired or established business in respect of which the loan is sought)
- have at least three (3) years of relevant on-farm or equivalent experience, and
- intend to have the farm business as their **principal business pursuit**.

Applicants will also need to show that the loan is for one or more of the following purposes:

- purchasing the sole or a controlling interest in a **farm business**
- establishing a farm business in which the **first farmer** will hold the sole or a controlling interest
- developing a farm business that the first farmer has recently acquired or will acquire, being a farm business in which the first farmer holds or will hold the sole or a controlling interest
- developing a farm business that the first farmer has recently established or will establish, being a farm business in which the first farmer holds or will hold the sole or a controlling interest.

### 3.1.2 Succession loans

To be eligible for a succession loan, in addition to eligibility criteria outlined in section 3.1, applicants must demonstrate that:

- the **farm business** is undertaking or has undertaken succession planning, and
- the loan is to support succession arrangements (that is, the succession planning process and the activities identified in the succession planning process).

There are also further requirements, which differ depending on whether you are a **farm business successor**, **farm asset successor** or farm business.

#### Farm business succession

If you will use the loan to support farm business succession, you will need to show that, after the succession arrangements have been carried out:

- at least one (1) **member** of the **farm business** will have experience operating a farm business or a demonstrated potential to operate a farm business, and
- at least one (1) member of the farm business intends to have the farm business as their principal business pursuit.

#### Farm asset succession

If you will use the loan to support farm asset succession, you will need to show that, after the succession arrangements have been carried out, the **farm business** in which the **farm asset successor** holds the sole or controlling interest will:

- have at least one (1) **member** who has experience operating a farm business or a demonstrated potential to operate a farm business, and
- have at least one (1) member who intends to have the farm business as their **principal business pursuit**.

#### Loan to a farm business

If the loan is to be provided directly to a **farm business**, at least one (1) **member** of the farm business must have the farm business as their **principal business pursuit**.

## 3.2 Farm business eligibility criteria

To be eligible for a **first farmer** loan or succession loan, your **farm business** must:

- be assessed by us as financially viable, or having sound prospects of becoming financially viable within the term of the loan (see section 3.3)
- undertake all primary production aspects of the business wholly within Australia
- operate as a sole trader, partnership, a trust or a corporation (within the meaning of the *Corporations Act 2001* (Cth))
- be registered for tax purposes in Australia with an **ABN** and be registered for **GST**
- not be under **external administration** or bankruptcy
- have at least one (1) **member** who is an **Australian citizen** or a **permanent resident**.

### 3.3 Sound prospects of long-term financial viability

To be eligible for an **AgriStarter loan**, your **farm business** must be financially viable or have sound prospects of a return to financial viability within the term of the loan.

A farm business is considered financially viable when the business generates sufficient net profit after fixed and variable expenses to do all of the following:

- service borrowings at commercial interest rates
- provide an **adequate standard of living** for relevant members of the farm business
- allow investment on-farm to maintain the farm's productive assets
- provide funds for investment that increases long-term productivity.

### 3.4 Connection to constitutional trade or commerce

An **AgriStarter loan** must have a particular kind of connection to 'constitutional trade and commerce'. 'Constitutional trade or commerce' means trade or commerce:

- between Australia and places outside Australia, or
- among the States, or
- within a Territory, between a State and a Territory or between two (2) Territories.

A succession loan can only be made:

- to support farm business succession in respect of a **farm business** that is engaged solely or mainly in producing commodities for constitutional trade or commerce, or
- to support farm asset succession in respect of a farm business in which a **farm asset successor** holds the sole or a controlling interest, and that is engaged solely or mainly in producing commodities for constitutional trade or commerce, or
- for the purpose of encouraging or promoting constitutional trade or commerce.

A **first farmer** loan can only be made:

- in respect of a **farm business** that is engaged solely or mainly in producing commodities for constitutional trade or commerce, or
- for the purpose of encouraging or promoting constitutional trade or commerce.

For a business to be engaged in producing commodities ‘for’ constitutional trade or commerce, it does not need to sell produce directly to the relevant interstate, overseas or Territory markets. It is sufficient for the business to sell produce into supply chains that will distribute the produce in those markets.

Alternatively, the relevant **farm business** might not yet be engaged in constitutional trade or commerce (e.g., because it has not yet been established). Where this is the case, the loan might encourage or promote constitutional trade or commerce where, for example, it is given to a **first farmer** to establish a farm business that will engage solely or mainly in producing commodities for constitutional trade or commerce.

If you are applying for an **AgriStarter loan** in relation to a farm business that does not, at present, solely or mainly produce commodities for relevant interstate, overseas or Territory markets, you must either:

- be proposing to use the loan for specific expenditure directed at securing such markets in the future, or
- outline the steps you plan to undertake to access these markets.

If you are granted an **AgriStarter loan** in such a case, the terms of the loan will either require you to use the loan for the proposed purpose, or to take steps towards transforming the farm business into a business that solely or mainly produces commodities for a relevant market.

Before collating evidence to support your **application**, you may wish to discuss your individual circumstances with us. We can help you to identify the types of evidence we require.

Examples of acceptable evidence to meet this criterion can include one (1) or a combination of the following:

- a business plan that includes a succession plan
- a statutory declaration from you or a relevant third party, including your processor or wholesaler
- supply contracts or sales receipts
- a heads of agreement document
- vendor declarations
- correspondence with processors, wholesalers, retailers or other organisations in the supply chain
- correspondence with industry bodies or government authorities about access to new or existing markets.

#### **Mix between interstate, territories and/or overseas sales**

You will be eligible for an **AgriStarter loan** regardless of the mix between your actual or intended sales into the relevant interstate, overseas and Territory markets. For example, an applicant with an actual or intended mix of 100 per cent interstate sales and 0 per cent overseas sales will be treated in the same way as an applicant with an actual or intended mix of 50 per cent interstate sales and 50 per cent overseas sales. You only need to provide evidence that the commodities the farm business produces (or will produce) are (or will be) solely or mainly for the relevant markets to satisfy this requirement.



# 4 Loan uses

## 4.1 Eligible loan uses

**AgriStarter loans** can only be granted for particular purposes. For a succession loan, the purpose must be to support succession arrangements in respect of a **farm business** that is or will be an eligible farm business. For a **first farmer** loan, the purpose must (broadly speaking) be to support the purchase, establishment or development of a farm business that is or will be an eligible farm business.

You can use the loan for a range of purposes within those overarching requirements, including:

- funding the purchase of the farm business, including land, infrastructure and other farm business assets
- funding the purchase of land, infrastructure and other farm business assets as part of establishing or developing the farm business
- buying out relatives during farm business succession
- paying costs associated with the succession planning process
- paying for legal costs or stamp duty.

If you recently purchased a farm business, or received it as part of succession arrangements and are seeking capital to get it up and running, you can use this loan to:

- invest in new infrastructure, machinery or productivity enhancements
- cover operating expenses (e.g. planting crops, buying livestock or paying bills and wages)
- refinance certain existing debt at our low interest rate to improve cash flow (see section 5.1.2). However, you may not use a loan to refinance personal debt or debt not related to the farm (see section 4.2).

Whether you're buying an existing farm business, undertaking succession arrangements, or developing or establishing a new farm business, our loans can be used for most genuine farm business-related expenses.

### Outlining a business case for your loan use

You will need to outline a business case for the loan use in your application. This will need to include the intended outcomes of the proposed activities. Focus on how the activities will ensure the profitability and productivity of your farm business, help to manage risks and contribute to long-term viability.

If you are proposing to use the loan for the purchase of a new farm business or farm land, your business case will need to be supported by independent financial advice.

## 4.2 Non-eligible loan uses

Examples of non-eligible loan uses may include, but are not limited to:

- purchase of private and domestic assets

- payment of private and domestic expenses
- purchase of and/or investment in **non-farm assets** and payment of non-farm expenses
- payment of **tax and statutory payments** (subject to the exceptions set out in the definition of that term – see the Glossary)
- your own labour costs
- reimbursement for depreciation of assets
- payment of dividends or other distributions of equity to owners
- activities funded under other Commonwealth and state or territory government programs (except for debt that is refinanced from other concessional loans).

Please contact us if you are not sure whether the activities you would like to undertake are eligible.

## 5 Loan features

### 5.1 Loan amount

Eligible applicants can apply for a loan of up to \$2 million. There is no minimum loan value.

#### 5.1.1 New Debt

You may apply for new debt of up to \$2 million, or the amount that would result in half your total debt being held in Commonwealth-funded concessional loans – whichever is the lesser. Your ‘total debt’ is the total debt you owe in respect of the relevant **farm business**, including both commercial debt and debt established under Commonwealth-funded concessional loans.

If you are in the process of applying for **commercial debt**, you can apply to us for a matching amount (or less) up to a limit of \$2 million. In such cases, the minimum requirement is that the debt is drawn down simultaneously.

#### 5.1.2 Refinancing

Farm businesses may apply to refinance up to 50 per cent of their total debt (excluding debts which are not in respect of the **farm business**, such as personal, credit card and home loan debts), provided that the overall amount of the **AgriStarter loan** does not exceed \$2 million.

Figure 1 provides examples of the maximum value of a loan for ‘refinancing’ and ‘new debt’ if a farm business held \$800,000 in **commercial debt** before applying for an **AgriStarter loan**.

**Figure 1**

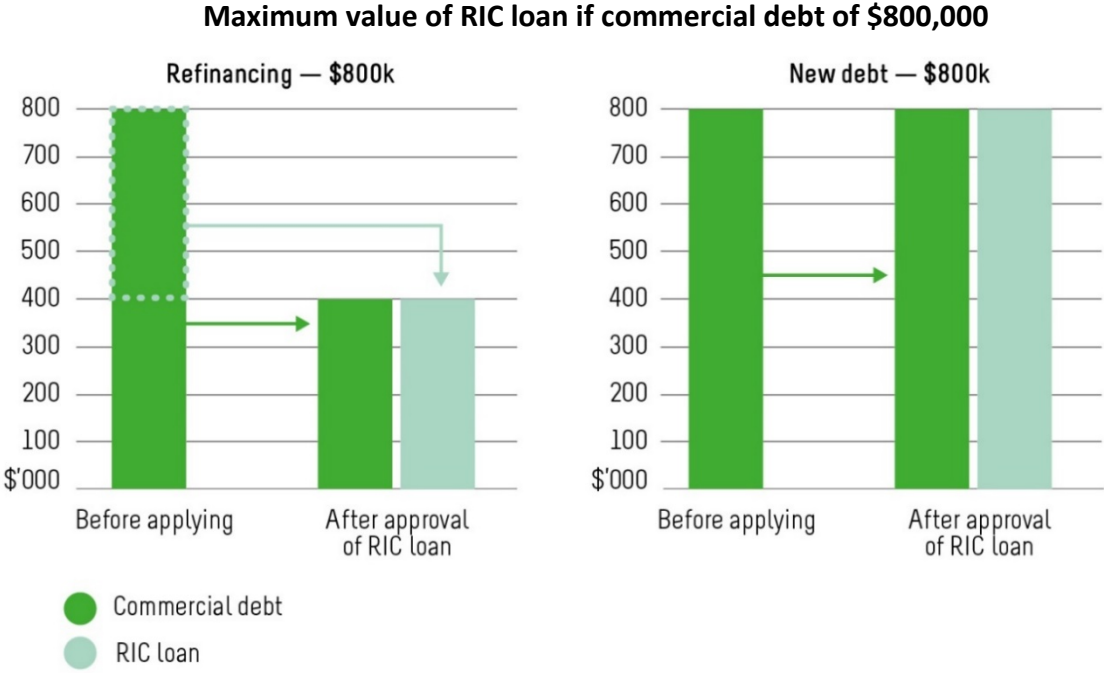
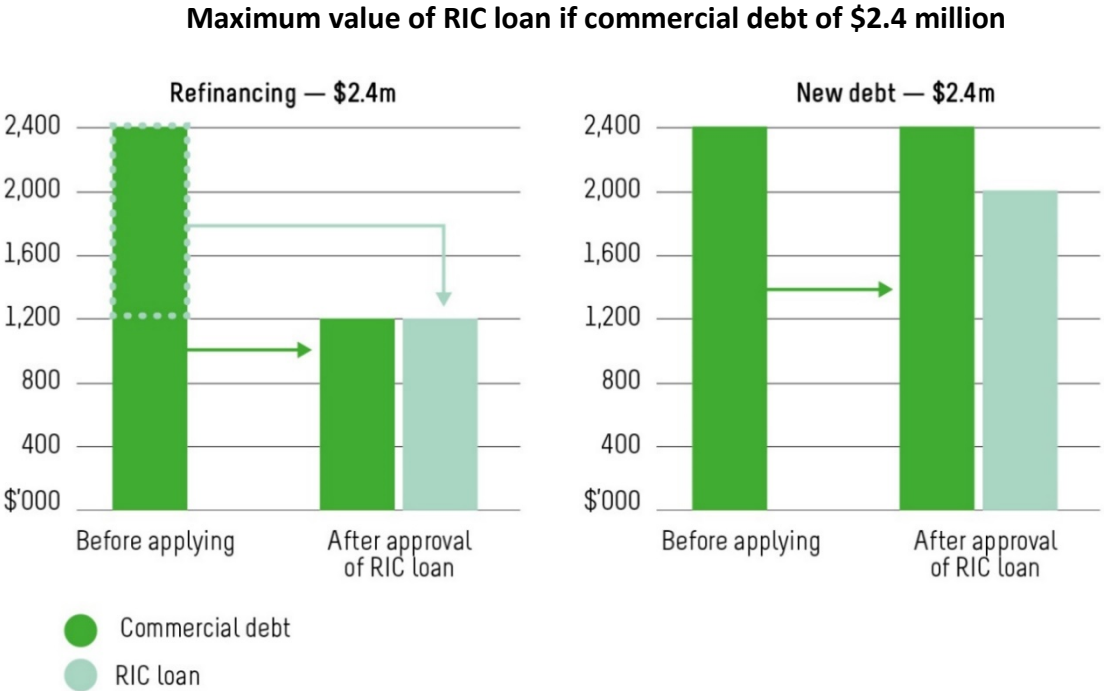


Figure 2 provides examples of the maximum value of a loan for ‘refinancing’ and ‘new debt’ if a farm business held \$2.4 million in **commercial debt** before applying for an **AgriStarter loan**.

**Figure 2**



**Note**

Under a new debt of \$2.4 million, the loan amount does not match the amount held in **commercial debt** because the maximum amount of a loan is capped at \$2 million.

## 5.2 Loan term and repayments

The initial term of an **AgriStarter loan** is 10 years.

For the first five (5) years of the loan term, loan recipients make interest-only repayments and for the last five (5) years, they make principal and interest repayments. The structure of principal repayments will be dependent upon a number of key factors, including the loan amount and the purpose of the funding. The whole or any part of the principal, interest or both may be repaid early at any time during the term of the loan without incurring a penalty.

We will determine the repayment amounts and frequency offered to successful **applicants** and this will be detailed in the **loan agreement**.

Under no circumstances can a loan recipient redraw on repaid **AgriStarter loan** amounts.

## 5.3 Interest rate

The current variable interest rate is published on our website. We will review and revise the interest rate if necessary in accordance with material changes to the Commonwealth 10-year bond rate, where a material change is a movement of more than 10 basis points (0.1 per cent).

Any interest rate change will be effective from 1 February and/or 1 August each year, as applicable.

We will give loan recipients advance notice of any changes in writing and on our website.

We will determine how interest is calculated and charged and outline this in the loan agreement.

## 5.4 Loan draw down

Successful **applicants** must fully draw down their **AgriStarter loan** from us within six (6) months of signing the **loan agreement** or as otherwise agreed with us.

We will specify details for repayment of the loan in the loan agreement.

We will pay loans to the Australian bank account held by the loan recipient and nominated by the applicant or relevant third parties at the time of settlement.

## 5.5 Relationship with other concessional loans

### 5.5.1 Refinancing a government-funded concessional loan

If you hold a **government-funded concessional loan**, you may be eligible to refinance some or all of the loan with us. You can refinance existing concessional loans either in full or in part, provided that the new **AgriStarter loan** does not exceed \$2 million, or the amount that would result in half your total debt being held in Commonwealth-funded concessional loans – whichever is the lesser (see section 5.1 above).

The refinanced loan must be drawn in the same name as the existing concessional loan.

### 5.5.2 Applying for more than one loan with us

If you have applied for and received a loan from us, you may still be eligible to apply again. This will be subject to meeting the eligibility criteria at the time of application.

## 6 Loan security

If your **application** is successful, you must provide us with sufficient and satisfactory security that meets our security requirements. The security you provide can include one (1) or a combination of:

- a registered mortgage over land or other assets satisfactory to the RIC
- any other security that we consider necessary.

We will consider a registered mortgage over livestock, a registered security interest in water rights, and a mortgage or other security interest in other chattels, as possible loan securities on a case-by-case basis. We will settle mortgage priority arrangements through mutual agreement with the **applicant** and your farm business's commercial lender (if applicable). We will decide what constitutes sufficient and satisfactory security based on the individual circumstances of an applicant and the **farm business**.

Where applicable, assets you provide as security must be insured to the level we require; for example, against fire or flood.

We reserve the right to act under our securities if you do not comply with the terms and conditions of the loan or you default on loan repayments.

## 7 How to apply

To ensure your **application** has addressed all the necessary requirements, please:

- read these guidelines
- discuss your individual circumstances with us
- consider discussing your application with, or seeking assistance from, a trusted advisor or your local Rural Financial Counsellor
- complete the [application form](#) and compile all supporting documents identified in the **AgriStarter Loan** Document Checklist in the application form
- submit your application and supporting documents by post, email or fax.

Further information on how to address each of the eligibility criteria can be found in the application form.

If you require assistance, contact us on 1800 875 675 or via email at [applications@ric.gov.au](mailto:applications@ric.gov.au)

## 8 How applications are assessed

We will assess applications in accordance with these guidelines, the *Regional Investment Corporation Act 2018* (Cth) and any additional ministerial direction made under the Act. The eligibility and assessment criteria may change from time to time.

In conducting our loan assessments, we will refer to information provided by the applicant as well as information gathered following our own independent investigations and background checks, such as inquiries about the applicant's credit history from credit reporting agencies, as required.

We will assess applications through a non-competitive priority process based on the order of receipt. To be eligible, **applicants** and their **farm businesses** must meet the requirements of the program as set out in the *Regional Investment Corporation (Agristarter Loans) Rule 2019* and summarised in these guidelines.

Loan offers will be subject to the availability of funds and will be made at our discretion. Lodging an application does not guarantee that an applicant will receive an **AgriStarter loan**.

When assessing applications, we will verify the information provided by applicants. We may liaise with the applicant, their bankers and professional advisors as required to confirm and verify documentary evidence and information provided.

If an incomplete application is lodged, we will contact the applicant to advise of the further information required. Applicants can submit that information without lodging a new application provided it is received within the timeframe that we specify. If the applicant is unable to meet this requirement, their application may be declined.

Before applying for an **AgriStarter loan** or making a decision about whether to enter into a **loan agreement**, applicants should seek advice from their legal, business and financial advisors. Applicants are responsible for all costs incurred in the preparation and lodgement of their **application**.

## 9 Loan funding availability

The availability of loans is subject to the availability of funds. If the funding allocation is fully committed, no further applications will be considered. If this happens, notification of the early closure will be published on our website and those who have already lodged an **application** will be advised in writing.

## 10 Notifying applicants of loan decisions

We will provide formal written notification of the assessment outcome. If your **application** is declined, we will give you the reasons for the decision.

If your application is accepted, you must sign a **loan agreement** with us in order to receive an **AgriStarter loan**. This will set out the terms and conditions of the loan, including the requirement for

the successful **applicant** to provide sufficient and satisfactory security. You must pay any actual costs of establishing the loan. Costs might include title searches, mortgage registration, Personal Property Securities Register searches and registrations and personal and corporate background checks.

## 11 Decision review process

If you are not satisfied with our decision on your loan application, you can request a review of the loan decision. You must submit the request for a review in writing to us within 30 business days of receipt of the decision notification.

You should ensure that you provide us with sufficient information to undertake a review. Outline the reasons for your dissatisfaction with the decision and address the issues identified in the decision notification. In your review request, you could consider:

- explaining why you disagree with our assessment that you did not meet the eligibility criteria
- outlining the factors you believe may have been overlooked by us in determining your eligibility
- providing additional relevant information not included in your original application and that you believe may alter the assessment outcome.

Within 30 business days of receiving a request for a review, the Chief Executive Officer or a delegate will review the decision, make a determination and advise you of the outcome. The reviewer will be a person who was not involved in the making of the original decision.

Written requests to review a decision should be sent to:

Email: [credit@ric.gov.au](mailto:credit@ric.gov.au)

Or post to:

Loans Review Officer  
Regional Investment Corporation  
PO Box 653  
Orange NSW 2800

You can lodge one (1) request to review a decision at no cost. If you are not satisfied with the outcome, you can lodge a complaint to the Commonwealth Ombudsman or seek judicial review of the decision.

Complaints to the Commonwealth Ombudsman should be sent to:

Commonwealth Ombudsman  
GPO Box 442  
Canberra ACT 2601  
Telephone: 1300 362 072 (calls from mobile phones are charged at mobile phone rates)  
Online [OCO Complaint Form \(business.gov.au\)](#)

## 12 Loan conditions

### 12.1 Contracting arrangement

If we accept your **application**, you will be required to enter into a **loan agreement** with us before we can give you any loan funds. The loan agreement will be for the term of the loan (10 years unless terminated earlier) and sets out the full details of the individual loan terms and conditions.

If you do not sign your loan agreement within the time frame provided, your loan offer may lapse. No contractual arrangement will exist until you sign a loan agreement with us. However, a loan agreement is binding once entered, and we may take action against you if you breach its terms.

### 12.2 Loan reviews

Every year we will conduct a loan review to monitor your compliance with the terms and conditions of the **loan agreement** as well as the ongoing capacity of your **farm business** to meet those terms and conditions. During the review we may consult with your commercial lender.

We will give you at least two (2) months' notice of a loan review. Your loan agreement will require you to give us evidence of expenditure of the **AgriStarter loan** funds when requested. Evidence of expenditure includes all tax invoices, **official receipts**, bank statements or other similar records of amounts paid.

When we assess whether you have complied with the terms and conditions of the loan agreement in its expenditure and the activities it has undertaken, we will consider the expenditure and activities originally identified in the application form.

### 12.3 Reporting requirements

If your **application** is accepted and you enter into a **loan agreement**, the loan agreement will require you to provide us with information throughout the term of the loan. Your reporting requirements and the types of information you must give us will be set out in the loan agreement.

## 13 Conflict of interest

We will take all reasonable measures to ensure that those involved in assessing and making decisions about applications do not have any conflicts of interest.

## 14 False or misleading information

If we find that any information you have given us in your **application** is false or misleading, we may take action to recover any funds advanced. We may also refer the matter to relevant law enforcement authorities.

If you give false or misleading information in your application you may have committed an offence under the *Criminal Code Act 1995* (Cth).



## 15 Onus on the applicant

When you apply for an **AgriStarter loan**, you are responsible for ensuring that:

- you have read and understood these guidelines and all the documents referred to in these guidelines; and
- all information in your **application** is true and correct to the best of your knowledge.

You are responsible for ensuring that you have read and understood all aspects of:

- the **loan agreement** and its terms and conditions
- any other documents that we provide.

You should seek advice from your legal and financial advisors before you apply for an **AgriStarter loan**. In some circumstances, we may require you to obtain such advice as a condition of approval. If you have questions about business tax, you can contact the Australian Taxation Office call centre on 13 28 66.

## 16 Privacy

The RIC and the Australian Government may use your personal information to assess your **application** and administer **AgriStarter loans**.

The application form will require you to consent to the RIC and the Australian Government collecting, using and disclosing your personal information to assess your application and administer **AgriStarter loans**, and for any other incidental or related purpose (for example, conducting annual loan reviews).

The RIC and the Australian Government may disclose an applicant's personal information to any party engaged in the assessment or evaluation of the **AgriStarter loans**. Disclosure of information may also occur where authorised or required by an Australian law.

The RIC and the Australian Government will store personal information collected through the application form, supporting documents, the loan agreement and any monitoring and evaluation activities in compliance with the *Privacy Act 1988* (Cth).

Your personal information will not be disclosed overseas.

See our privacy policy and the Australian Government's privacy policy to learn more about accessing and correcting personal information or making a complaint. Alternatively, call us on 1800 875 675.

## 17 Disclaimer

Neither the RIC nor the Australian Government accept any common law duty of care towards applicants in relation to **AgriStarter loans** or any information provided about the loans.

Also, the RIC and the Australian Government will not be liable for any loss or damage regardless of how it is caused. This includes:

- damage that results from the negligence of the RIC and the Australian Government

- damage that applicants suffer or incur in relation to **AgriStarter loans**
- damage suffered as a result of any information the RIC and the Australian Government provide about the loans.

## 18 Evaluation

We may conduct periodic evaluations to determine the contribution **AgriStarter loans** are making to Australian Government policy objectives. You may be requested to give us information to help us with those evaluations.

## 19 Review of the guidelines

We may amend or revoke these guidelines at any time. We will publish revised guidelines on our website.

## Glossary

Term	Definition
ABN	Has the same meaning as in the <i>A New Tax System (Australian Business Number) Act 1999</i> (Cth).
adequate standard of living	<p>A farm business will be assessed as providing an adequate standard of living if it generates a sufficient cash surplus from its operations (and off-farm income, if any) to provide adequate living expenses for members who are dependent on the farm business (including their relevant family members).</p> <p>Adequate living expenses will be determined based on information provided by the loan applicant. We will consider whether living expenses are adequate based on the particular circumstances of individual households with reference to the Household Expenditure Measure (as a guide), plus adjustments for other expenses as relevant, including housing costs (for example, rent).</p> <p>The Household Expenditure Measure is developed by the Melbourne Institute.</p>
AgriStarter loan	A loan granted under the <i>Regional Investment Corporation (AgriStarter Loans) Rule 2019</i> , being a first farmer loan or a succession loan.
applicant	A first farmer, farm business, farm business successor or farm asset successor who lodges an application for an AgriStarter loan.
application	The application form, and associated information and documents, that an applicant must complete and lodge with the RIC to apply for an AgriStarter loan.
Australian citizen	<p>A person who:</p> <ul style="list-style-type: none"> <li>• is an Australian citizen under Division 1 or 2 of Part 2 of the <i>Australian Citizenship Act 2007</i> (Cth); or</li> <li>• both: <ul style="list-style-type: none"> <li>(i) was an Australian citizen under the <i>Australian Citizenship Act 1948</i> (Cth) immediately before the commencement day of the new Act; and</li> <li>(ii) has not ceased to be an Australian citizen under the <i>Australian Citizenship Act 2007</i> (Cth).</li> </ul> </li> </ul>
commercial debt	Debt that has been established upon commercial interest rates, terms and conditions.

Term	Definition
	<p>Examples of debt that is not considered to be commercial debt include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• private debt or family debt not provided at arm’s length and at commercial interest rates and terms and conditions</li> <li>• non-balance sheet loans</li> <li>• equipment finance facilities</li> <li>• funding of normal or additional working capital</li> <li>• debt that was not established upon commercial interest rates, terms and conditions (such as debt established at a concessional interest rate under Commonwealth and state or territory government schemes).</li> </ul>
Commonwealth-funded concessional loans	<p>Commonwealth-funded concessional loans include loans provided under the following schemes:</p> <ul style="list-style-type: none"> <li>• Farm Finance Concessional Loans Scheme</li> <li>• Drought Concessional Loans Scheme</li> <li>• Drought Recovery Concessional Loans Scheme</li> <li>• Farm Business Concessional Loans Scheme, including: <ul style="list-style-type: none"> <li>– Drought Assistance Concessional Loans</li> <li>– Dairy Recovery Concessional Loans</li> <li>– Business Improvement Concessional Loans.</li> </ul> </li> </ul>
external administration	In respect of a company—the external administration of the company in accordance with the <i>Corporations Act 2001</i> (Cth).
farm asset successor	<p>A person who holds the sole or a controlling interest in a farm business and:</p> <ol style="list-style-type: none"> <li>a) has recently inherited or will inherit farm assets; or</li> <li>b) has recently acquired or will acquire farm assets under a succession plan.</li> </ol>
farm business	A business that is involved within the agricultural, horticultural, pastoral, apicultural or aquacultural industries.
farm business successor	<p>A person who:</p> <ol style="list-style-type: none"> <li>a) has recently inherited or will inherit an interest in a farm business; or</li> <li>b) has recently acquired or will acquire an interest in a farm business under a succession plan.</li> </ol>
first farmer	A person who is seeking to purchase, establish or develop a farm business in which the person holds or will hold the sole or a controlling interest.
government-funded concessional loans	<p>Government-funded concessional loans include:</p> <ul style="list-style-type: none"> <li>• Commonwealth-funded concessional loans (see definition in these guidelines)</li> <li>• State government-funded loans, including the following: <ul style="list-style-type: none"> <li>– New South Wales—Farm Innovation Fund</li> <li>– Victoria—Young Farmer’s Finance Scheme</li> <li>– Queensland—Productivity Loans (including Sustainability Loans and First Start Loans), White Spot Disease Concessional Loans</li> <li>– Tasmania—AgriGrowth Loan Scheme.</li> </ul> </li> </ul>
GST	GST within the meaning of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
loan agreement	A written agreement between the RIC and a loan recipient in respect of an AgriStarter loan.
member of a farm business	<p>Where the farm business is carried on by:</p> <ol style="list-style-type: none"> <li>a) a sole trader – the sole trader; or</li> <li>b) a partnership – a partner of the partnership; or</li> <li>c) a trust – a beneficiary or unit-holder of the trust; or</li> </ol>

Term	Definition
non-farm assets	<p>d) a corporation (within the meaning of the <i>Corporations Act 2001</i> (Cth)) – a member of the corporation.</p> <p>Assets that are not essential to the effective running of the farm business, including land or property, residential (not used as the primary place of residence) or business, for the applicant or any member of the farm business (as applicable). Life insurance policies and superannuation, provided the superannuation is in a complying superannuation fund for the purposes of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) are excluded.</p>
official receipt	<p>A receipt that includes:</p> <ul style="list-style-type: none"> <li>• the name and address of the entity that issued the receipt</li> <li>• the entity’s ABN</li> <li>• a description of each item covered by the receipt.</li> </ul>
permanent resident	<p>A person who is:</p> <p>a) a permanent resident within the meaning of the <i>Australian Citizenship Act 2007</i> (Cth)</p> <p>or</p> <p>b) a New Zealand Citizen who holds a special category visa.</p>
principal business pursuit of a person	<p>A business pursuit:</p> <p>a) to which the person contributes or plans to contribute at least 50 per cent of their labour; and</p> <p>b) from which the person derives or plans to derive at least 50 per cent of their income.</p>
tax and statutory payments	<p>Compulsory monetary contributions demanded by a government and levied on incomes, property, goods purchased or other payments prescribed or authorised by legislation. Examples include:</p> <ul style="list-style-type: none"> <li>• Commonwealth taxes</li> <li>• State and Territory government taxes</li> <li>• government-imposed fines and penalties</li> <li>• court ordered payments.</li> </ul> <p>However, this is subject to the exclusions set out below.</p> <p><b>State government taxes</b></p> <p>The purchase of agricultural land is an eligible loan purpose. Loan funding may be applied to the payment of state government stamp duty (subject to the terms and conditions of individual loan agreements).</p> <p>For the purpose of AgriStarter loans, ‘state government payroll tax’ is excluded from the definition of tax and statutory payments. Loan funding may be applied to the payment of state government payroll tax as an operating expense (subject to the terms and conditions of individual loan agreements).</p> <p><b>Council rates</b></p> <p>For the purpose of AgriStarter loans, ‘council rates’ are excluded from the definition of tax and statutory payments. Loan funding may be applied to the payment of council rates as an operating expense (subject to the terms and conditions of individual loan agreements).</p>