

Member Firm Details:

Company: Auscredits
Address: PO Box 1047
Mooloolaba Q 4557
Phone: 1300 365 035



Privacy Act (Commonwealth) (the "Act")

Acknowledgement & Consent

NB: This Acknowledgement & Consent relates to the attached application for consumer / commercial credit [delete one].

Nominated Credit Provider/s:

.....
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Nominated Credit Reporting Agency:

.....

These credit providers and those specified in 1.4 below being individually and collectively called "the credit provider"

1. **Notice and acknowledgement that credit information may be given to a credit reporting agency**
 - 1.1 I/We understand that you act as my/our agent for the purposes of finding the most suitable credit provider having regard to our requirement. I/We understand that as my / our agent you have my / our consent under section 18H(3) of the Privacy Act to access my / our credit information file or credit worthiness information from a credit provider or credit reporting agency in connection with my / our application or proposed application for a loan, or me / us having sought advice in relation to a loan.
 - 1.2 I/We understand that once a suitable credit provider is found you may act as a limited agent on behalf of the credit provider and will be regarded as a credit provider. I/We understand that as a limited agent of a credit provider you might disclose personal information to a credit reporting agency under section 18E(8(c) of the Act.
 - 1.3 I/We understand that if the credit provider approves an application for credit and I/we accept the offer, the credit provider may pay you an upfront fee and/or trailing commission for an amount agreed between the credit provider and you, for completing and submitting the application to the credit provider. I/we also understand that you have the right to pay part or all of such fees and/or commission to any appointed subcontractor or any referring party.
 - 1.4 I/We consent to you disclosing our personal information to the above named credit providers and also to the following types of organisations for the purposes outlined above:-
 - (a) Credit Providers including banks, credit unions, building societies, finance companies, mortgage

- managers, private lenders and other financial institutions.
- (b) Mortgage Insurers, Trustees for Credit Providers and their respective Solicitors.
- (c) Any subcontractor representing us to you and acting with our authority and consent.
- 1.5 The information disclosed to a credit reporting agency may include:
 - (a) identity particulars - my/our name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers license number;
 - (b) my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
 - (c) the fact that the credit provider is a current credit provider to me/us;
 - (d) loan repayments which are overdue by more than 60 days, and for which debt collection action has started;
 - (e) information that, in the opinion of the credit provider I/we have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my/our credit obligations);
 - (f) dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once;
 - (g) The fact that I/we have offered to act as guarantor in respect of a loan or an application for a loan to or by another person; and
 - (h) This information may be given before, during or after the provision of credit to me/us.

2. **Agreement to use commercial credit information to assess a consumer credit application**
 - 2.1 Under section 18L(4) of the Act I/we consent to the credit provider obtaining information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

DELETE (A) OR (B) WHICH EVER IS NOT APPLICABLE

3. **(A) Agreement to use a consumer credit report by a credit reporting agency to assess a commercial credit application**
 - 3.1 Under section 18K(1)(b) of the Act I/we consent to the credit provider obtaining a copy of my / our credit report from a credit reporting agency for the purpose of assessing my/our application for commercial credit under section 18L(1)(A) of the Act.

PLAY IT SAFE - DEAL WITH AN ACCREDITED FINANCE BROKER

- 3.2 This authority continues until the matter which is the subject of the query is resolved, or until I/we otherwise revoke this authority.
- 3.3 This authority only applies to enquiries made by you and/or the credit provider in connection with:
- (i) an application or proposed application, by me/us for credit; or
 - (ii) my/our having sought advice in relation to existing or previous credit.

4. (B) Authority to Exchange Information relating to my/our credit worthiness with Other Credit Providers

- (a) I/we consent, under section 18N(1)(b) of the Act, to credit providers exchanging a report or personal information derived from a report about me/us with the credit providers named in my/our credit application for that particular purpose.
- (b) I/We understand that under section 18N(1)(9) of the Act a report means a credit report or any other record or information that has a bearing on my / our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
- (c) I/We consent to you and/or the credit provider giving copies of this Acknowledgement and Consent bearing my/our signatures to any such person as being referred to in this Acknowledgement and Consent.

5. Banker's Opinion

- 5.1 Under paragraph 2.16 of the Credit Reporting Code of Conduct I/We consent to the credit provider which is a bank disclosing a "banker's opinion" to another bank where that banker's opinion relates to my / our consumer credit worthiness.

6. Disclosure of personal information to a Mortgage Insurer

- 6.1 I/We understand that under section 18K(1)(d) of the Act, a credit reporting agency may disclose information in my/ our credit report to a mortgage insurer for the purpose of assessing whether to provide insurance to or the risk of providing insurance to a credit provider in respect of mortgage credit, the risk of me / us defaulting on the mortgage credit or the risk of me / us being unable to meet a liability under a guarantee in respect of mortgage credit given to another person.
- 6.2 I/We understand that under section 18N(1)(bb) of the Act, a credit provider may disclose information in my/ our credit report to a mortgage insurer for the purpose of assessing whether to provide insurance to or the risk of providing insurance to a credit provider in respect of mortgage credit given by the credit provider to me / us, to assess the risk of me / us defaulting on the mortgage credit or for any purpose arising under the contract for mortgage insurance between the credit provider and the mortgage insurer.

7. Disclosure of personal information to Guarantor/s

- 7.1 I/We understand that under section 18N(1)(ba) of the Act a credit provider may disclose a report or personal information derived from the report to the guarantor of a loan provided by the credit provider to me / us for any purpose related to the enforcement or proposed

enforcement of the guarantee.

- 7.2 Under section 18N(1)(bg) of the Act I/We consent to a credit provider disclosing a report or personal information derived from the report to a person who is a guarantor in respect of, or who has provided property as security for a loan given by the credit provider to me / us.
- 7.3 Under section 18N(1)(bh) of the Act I/We consent to a credit provider disclosing a report or personal information derived from a report to a person considering whether to offer to act as a guarantor in respect of or to offer property as security for a loan given to me / us or a loan for which I / We have applied.
- 7.4 I/We acknowledge that each of the above authorities remains a continuing authority and applies in relation to all credit provided or to be provided by the credit provider to me/us where my/our authority is required under the Act, such authority will continue until cancelled in writing by me/us.

Name and address of individual giving his/her consent

Name:

Address:.....

Signature of individual giving his/her consent

..... Date/...../.....

Name:

Address:.....

Signature of individual giving his/her consent

..... Date/...../.....

Guarantors/Other individuals and their capacity

Name:

Address:.....

Signature of individual giving his/her consent

..... Date/...../.....

Name:

Address:.....

Signature of individual giving his/her consent

..... Date/...../.....