

# CREDIT GUIDE AND PRIVACY CONSENT





# CREDIT GUIDE

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## ABOUT YOU

FULL NAME	E-MAIL	PHONE	ADDRESS
John Citizen		+61041	



## ABOUT US

### LICENSEE DETAILS

Australian Credit Licence Name	Mortgage Specialists Pty Ltd
Australian Credit Licence Number	387025
Business Name	Specialist Finance Group
Address	325 Churchill Ave, Subiaco WA 6008, Australia
Phone Number	08 9286 6888
Email	compliance@spfgroup.com.au

### BROKER DETAILS

<b>Broker</b>	<b>David August</b>
Credit Representative Name	David August
Credit Representative Number	430834
MFAA Member Number	150877
Business Name	August Capital Group
Address	
Phone Number	+61409226650
Email	david@augustcapital.com.au



## ABOUT THIS CREDIT GUIDE

This Credit Guide provides important information about us, the services we provide and the activities of the Credit Representative operating under our licence. It also contains:

- information about fees and charges that may be payable by you to us; and
- commissions that we may receive when we are acting as a Credit Representative; and
- commissions that we may pay to third parties, and
- information about what you should do if you have a complaint or dispute regarding our services and activities.



## OUR COMMITMENT TO SERVICE

We are committed to assisting you find the right finance option based on the information provided by you. Once we have established your goals, we will investigate and assess a range of options from our extensive lender panel. Our primary aim is to provide you with finance which meets your requirements, objectives and is in your best interests.



## SERVICES WE PROVIDE

We are authorised to arrange loans under the *National Consumer Credit Protection Act 2009* (National Credit Act). The National Credit Act regulates the activity of lending, leasing and finance broking.

We provide credit assistance when we:

- suggest or assist you in applying for a particular loan with a particular lender; or
- suggest or assist you in applying for an increase to an existing loan with a particular lender; or
- suggest that you remain in an existing credit contract.



## OUR RESPONSIBLE LENDING OBLIGATIONS

It is our obligation before we provide any credit assistance, we assess whether the particular loan or lease is suitable to you and in your best interests. To do this we will need to:

- make reasonable inquiries about your requirements and objectives; and
- make reasonable inquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

Credit assistance cannot be provided if you cannot meet the proposed repayments without substantial hardship or the loan or lease does not meet your requirements and objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved.

In order for us to meet our obligations in providing credit assistance activities, it is important that we have all available, accurate, current and relevant information. If you are unable to provide all the information required to assess your personal and financial circumstances, we may not be in a position to make a recommendation to you. Additionally, if you supply us with incomplete or incorrect information that we rely on in making an assessment, we will be unable to make an appropriate assessment, and you may be in breach of your legal obligations to the lender.

If we provide you with credit assistance, you may request a copy of our Preliminary Credit Assessment any time up to 7 years and we must provide you with a copy of the assessment.



## ACTING IN YOUR BEST INTERESTS

When providing credit assistance, we are obliged to act in your best interests. This means that any products we recommend to you must be in your best interests, and the reasons for these recommendations will be documented, explained and provided to you. To ensure your best interests have been met, we will assess what product/s and what credit assistance will be in your best interests.

This recommendation will include information about why this is in your best interests and how it is aligned to your needs and objectives.

In the case of actual, potential, or perceived conflicts of interest, we will disclose these to you and prioritise your interests ahead of our own in all circumstances. This includes giving priority to your interests in situations where we know, or ought to reasonably know there is a conflict between the interests of you and the interest of ourselves or a third party.



## **FEES PAYABLE BY YOU TO US OR THE LICENSEE**

If a fee is payable by you, this will be disclosed in a Credit Quote. The Credit Quote will outline any fees payable for providing credit assistance and the time that they are payable. If you do not receive a Credit Quote, this will indicate that no fees are payable.

## **FEES PAYABLE BY YOU TO THIRD PARTIES**

When the loan application is submitted to the lender of your choice, you may need to pay the lender's application fee, valuation fees, or other fees that are associated with the loan application process, even if the loan is ultimately unsuccessful. You should ensure you review the disclosure documents and your loan contract or lease for further details of any such fees.

## **FEES PAYABLE BY US OR THE LICENSEE TO THIRD PARTIES**

We may pay fees to call centre companies, real estate agents, accountants, or lawyers and others for referring you to us. These referral fees are generally small amounts in accordance with usual business practice.

These are not fees payable by you. On request you can obtain a reasonable estimate of the amount of the fee and how it is worked out.

From time to time, we may also remunerate other parties through payments, rewards or benefits.

If your Broker is a Credit Representative of the Licensee, they may also remunerate third parties in a similar manner.



## **PAYMENTS RECEIVED BY US OR THE LICENSEE**

We may receive fees, commissions, or financial rewards from lenders in connection with any finance we arrange for you. These fees are not payable by you.

On request, we can provide you with a reasonable estimate of these commissions and explain how they are calculated prior to submitting your loan.

Commissions are paid based on a percentage of the loan balance that is drawn down. This percentage is generally calculated net of any amounts you hold in an offset account. The way commissions are calculated and paid to us by lenders may vary. The percentage or value of commission will not influence our decision in the product selection process, as we must, by law, ensure that the loan we recommend is not only suitable for your situation and objectives, but also in your best interest.

If your Broker is a Credit Representative of the Licensee, they may receive a whole or part of the commissions received by the Licensee referred to above. This may be paid to us, directly or indirectly, from the Licensee.

From time to time, our lender and other business partners may provide hospitality or other gifts to our Credit Representatives. Details of any such benefits between the values of \$100 and a maximum of \$300 may be obtained in writing on request.



## OUR LENDER PANEL

As your Broker, we are able to offer choice across a number of products and have the opportunity to be accredited to arrange loans with the following lenders:

### LENDER PANEL

AAA Money Australia	Commonwealth Bank	MyState
AMP Bank	Firefighters Mutual Bank	NAB
ANZ	Firstmac	ORDE Financial
Australian Military Bank	Great Southern Bank	P&N Bank
Auswide Bank	Health Professionals Bank	Paramount Mortgage Services
Bank Australia	Heartland Reverse Mortgages	Pepper Money
Bank of Melbourne	Heritage Bank	Qudos Bank
Bank of Queensland	Household Capital	RACQ Bank
Bank of Sydney	IMB Bank	Resimac
BankSA	ING	St.George Bank
BankVic	Keystart	Suncorp Bank
Bankwest	La Trobe Financial	Teachers Mutual Bank
Bendigo Bank	Liberty Financial	Thinktank
Better Choice Home Loans	MA Money	ubank
Better Mortgage Management	Macquarie Bank	UniBank
Beyond Bank Australia	ME Bank	Victorian Mortgage Group
Bluebay Home Loans	Mortgage Ezy	Westpac
Bluestone Home Loans	MOVE Bank	WLTH

The lenders listed above are part of our aggregator's, Mortgage Specialists Pty Ltd (Specialist Finance Group), lender panel through which we submit loan applications. In order to submit loan applications to these lenders, we are required to be accredited with that lender. We may not be accredited with every lender listed above. If we are not accredited with a lender in the panel above, we can refer you to another Specialist Finance Group Broker who is accredited with that lender.

## COMMONLY USED LENDERS BY THE LICENSEE

This section provides details of the 6 most commonly used lenders by the Licensee over the last financial year.

### LICENSEE'S TOP 6 MOST COMMONLY USED LENDERS

ANZ, Commonwealth Bank, Macquarie Bank, NAB, St.George Bank, Westpac

## COMMONLY USED LENDERS BY US

This section provides details of the 6 most commonly used lenders by your Broker over the last financial year.

## CREDIT REPRESENTATIVE'S TOP 6 MOST COMMONLY USED LENDERS

St.George, ANZ, CBA, AMP, Macquarie, Bankwest

\* The information above is generated based on a full financial year, so in some circumstances a full year's data may not be available.



### TIERED SERVICING ARRANGEMENTS

Your Broker may have access to tiered service arrangements which can include faster application processing, better information and provision of greater levels of assistance in obtaining loan approval. Your Broker will advise you any of any service arrangements that are in place with a particular lender which may have been proposed at the time a recommendation is made.



### REFERRERS, DISCLOSURES, BENEFITS AND SERVICES

#### REFERRERS AND REFERRAL FEES

We may receive referrals from various sources, such as financial planners, accountants, real estate agents, and other parties. If you were introduced or referred to us, we may pay the referrer a commission, fee, or other form of remuneration. Information about any commissions or fees paid to the referrer will be included in the Credit Proposal Disclosure we provide to you.



### OUR INTERNAL DISPUTE RESOLUTION (IDR) SCHEME

We are committed to providing you with the best possible service. If at any time we have not met our obligations or you have a complaint about the service that we provide, please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

In the first instance, please contact David August.

You can also contact the Complaints Officer directly as detailed below:

#### COMPLAINTS OFFICER

Name	Mark Norman
Address	325 Churchill Ave, Subiaco WA 6008, Australia
Phone Number	08 9286 6888
Email	compliance@spfgroup.com.au

There will be situations where the Complaints Officer is also your Broker. This will not have any impact on the capacity to deal with your complaint effectively or appropriately. We may ask for additional information to ensure your complaint is properly investigated.



## OUR EXTERNAL DISPUTE RESOLUTION (EDR) SCHEME

If you do not think we have resolved your complaint to your satisfaction, you may refer the matter to an EDR scheme. You may also refer the matter to an EDR scheme at any time, but if our internal process is still in progress, they may request that our IDR processes be complete before considering the matter further.

Our external dispute resolution service provider is the Australian Financial Complaints Authority and their contact details are below:

### EDR (LICENSEE and credit representative)

Name	 afca Australian Financial Complaints Authority
AFCA Member Number	42176
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Phone Number	1800 931 678
Address	GPO Box 3, Melbourne VIC 3001, Australia



## REPAYMENT DIFFICULTIES

If you are struggling with meeting your repayments, lenders have hardship teams ready to help clients in tough times. You should call your lender to discuss your options with regards to hardship variations.



## THINGS YOU SHOULD KNOW

We don't provide legal, financial or taxation advice unless specified in a separate contract. It is important you understand your legal obligations under the credit contract, and the financial consequences.

As a duty of care, we recommend that you seek professional advice in regards to insurance products such as life cover, total and permanent disability (TPD) insurance, trauma insurance and income protection insurance. It is the responsibility of the applicant/s to maintain loan repayments and we strongly recommend that you seek insurance advice with regards to risk management and financial planning.

We will inform you of any potential conflict of interest or relationship that could reasonably be expected to influence our recommendation.



## QUESTIONS?

If you have any questions about this Credit Guide or anything else about our services, just ask at any time. We're here to assist.



# PRIVACY CONSENT AND DISCLOSURE



## ABOUT THIS PRIVACY CONSENT AND DISCLOSURE

In handling your personal information, Mortgage Specialists Pty Ltd ABN 48 612 422 178 T/As Specialist Finance Group, Australian Credit Licence 387025, 325 Churchill Ave, Subiaco WA 6008, Australia, 08 9286 6888 and our Credit Representatives are committed to complying with the *Privacy Act 1988* (Privacy Act) and the Australian Privacy Principles.



## HOW AND WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information from you when you apply for or use our products and services. In particular, we collect it so we can provide you with the products and services you require.

Personal information may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have.



## PROVIDING YOUR PERSONAL INFORMATION TO OTHERS

In providing products and services to you it may be necessary for us to retain your personal information and provide it to other organisations with which we conduct business.

We may exchange the information with the following types of entities, some of which may be located overseas (including Bangladesh, India, Ireland, Malaysia, the Philippines, Serbia and the United Kingdom):

- any organisations which provide credit or other products or services to you, or to whom an application has been made for those products and services;
- any finance consultants, accountants, auditors, real estate agents associated with the property purchase, conveyancers, legal advisers and insurers;
- any industry body, tribunal, court or otherwise in connection with any complaint regarding our services;
- any person where we are required by law to do so;
- any of our associates, related entities, contractors (including loan processors, marketing services providers, IT service providers and cloud storage providers) and our aggregator Mortgage Specialists Pty Ltd (Specialist Finance Group);
- your referees, such as your employers, to verify information you have provided;
- any person considering acquiring an interest in our business or assets;
- any organisation providing online verification of your identity;
- Credit Reporting Bodies (CRBs) and other lenders; or
- any person or organisation for any authorised purpose with your express consent.



## YOUR RIGHTS

You may gain access to the personal information that we hold about you by contacting us. You can also contact us to obtain a copy of our Privacy Policy and the Privacy Policy of any CRB that may access your personal information. A copy of our full Privacy Policy can be obtained from our website, by visiting [www.specialistfinancegroup.com.au](http://www.specialistfinancegroup.com.au) or by contacting us on 08 9286 6888. Our Privacy Policy contains information about how you may access or seek correction of the personal information we hold about you, how we manage that information and our complaints process.

For more information on your privacy rights, please visit The Office of the Australian Information Commissioner's website at [www.oaic.gov.au](http://www.oaic.gov.au).



## IF YOUR PERSONAL INFORMATION IS NOT PROVIDED

If you do not provide the requested personal information, you acknowledge that we may be unable to assist in arranging finance or providing other services to you.



## CONSENT TO RECEIVE MARKETING INFORMATION

You consent to us doing so and we may periodically provide you with information about new products and services available from us or from other businesses with whom we have a relationship. Your consent to us providing this information to you will be implied unless you notify us that you do not wish to receive this information.



## CONSENT TO RECEIVE INFORMATION ELECTRONICALLY

You consent to receiving credit assistance documentation and loan application information electronically. Ensure electronic communications are checked regularly for documents. Consent to received information electronically may be withdrawn at any time.



## CONSENT TO BEING RECORDED BY VIDEO OR AUDIO CONFERENCING

You consent to us obtaining personal information, financial information and credit information about you by way of video or audio conferencing for the purpose of arranging credit, providing credit assistance and give your permission for that video or audio conference to be recorded for this purpose.





## CONSENT TO OBTAIN CREDIT INFORMATION

You appoint us as your agent (Access Seeker) and authorise us to obtain your credit information (including both consumer and commercial credit eligibility information) from a CRB on your behalf. We are authorised to use that credit information to assist you to provide services, including credit assistance, to you and to assist you to apply for credit. We are also authorised to exchange your credit information with a CRB. You acknowledge that you consent to these authorisations being provided in an electronic form (if applicable).

Credit information is personal information or an opinion about you that has a bearing on credit that has been provided to you or that you have applied for. Credit eligibility information is credit reporting information supplied to you by a CRB, and any information that you derive from it.

We may exchange your personal and credit information with the following CRBs:

### CREDIT REPORTING BODIES

Name		
		
Website	<a href="http://www.equifax.com.au">www.equifax.com.au</a>	<a href="http://www.illion.com.au">www.illion.com.au</a>
Phone Number	13 83 32	13 23 33



### CONSENT TO COLLECT AND DISCLOSE

By signing this Privacy Consent and Disclosure, you agree that we may collect, hold, use and disclose your personal information as specified above.

Client 1      John Citizen

Signature:

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Date:

\_\_\_\_\_