

**PRIVACY CONSENTS/ACKNOWLEDGEMENTS**  
**Privacy Act 1988 (Cth) and all related rules and regulations ("ACT")**

**TO: NATIONAL FINANCE SOLUTIONS PTY LTD**

I acknowledge that You may collect, hold, use and disclose personal information about me (including information required to comply with Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments, the National Consumer Credit Protection Act 2009 and the Personal Property Securities Act 2009) to enable You to: assess my personal and/or commercial credit worthiness; process my application; provide, administer and manage the products and services provided to me; audit and evaluate those products and services; notify a credit reporting body or other credit providers of my payment history or any default by me; model and test data; communicate with me; improve and develop products and services; conduct credit scoring, securitisation, research, risk management and portfolio analysis; provide and administer any related rewards program and deal with any complaints or enquiries. *I acknowledge that if I fail to provide complete information or information that is inaccurate, You may not be able to process or accept the application and transactions may be delayed, blocked or refused.*

**Authority for You to obtain certain credit information:** I authorise You, Your agents and third parties who referred me to You to seek, obtain and use, credit reporting information about me (including from credit reporting bodies ("CRBs")) to: assess an application by me for consumer credit or commercial credit; manage my credit and related funding arrangements; assess an application by me to be a guarantor in relation to credit; review my credit on a periodic basis as though assessing a new application; collect overdue payments; and create assessments and ratings of my credit worthiness.

**Authority to exchange Information with credit reporting bodies:** I authorise You and Your agents to obtain credit reporting information about me from a CRB or other business that provides information about credit worthiness. I allow such an entity to create or maintain credit information about me (before, during or after the provision of credit to me). The information may include: permitted identification particulars; the fact that I have applied for credit and the amount and type of credit; the fact that You are a credit provider to me; credit limit; loan start/end dates; repayment history; 'default information' (in addition to and without limiting repayment history information), i.e. payments overdue for more than 60 days in specified circumstances; in relation to those overdue payments, advice about new payment arrangements or that those payments are no longer overdue; in specified circumstances that in Your opinion there has been a serious credit infringement (e.g. fraud); and other credit worthiness information that can be disclosed under the Privacy Act.

**Authority to exchange information with other credit providers:** I authorise You to give to and obtain from Your agents (as defined in the Act) and any credit providers information about my credit worthiness, credit standing, credit history or credit capacity, and to give and receive a banker's opinion for purposes connected with my creditworthiness, business, trade or profession. The information may be exchanged for, but not limited to, any of the following purposes: to assess an application by me for credit or to be a guarantor, to determine or confirm the status of my credit including any defaults; to assess my creditworthiness at any time during or after the life of a credit arrangement; to give or obtain an opinion on me; and any other purpose permitted by law.

**Authority to exchange information with other third parties:** You may exchange my personal information with other related companies; any suppliers or dealers of items the subject of my application; persons with whom You have white label arrangements (e.g. to sell products under another brand); introducers, referrers and any other person associated with the lodgement of this application; funders and related service providers that assist in the processing of my application and the management of my credit; as well as with service providers including those relating to any associate rewards program and the types of service providers described in National Finance Solutions Privacy Policy. Other authorised disclosures include to my referees, my past and present employers, my past and present landlords, my next of kin, any person acting on my behalf, (e.g. financial adviser, solicitor, broker, accountant, executor, administrator, trustee or guardian), rating agencies, insurers, entity concerned with the supply or manufacture of assets to me/applicant, valuers and debt collection agencies. You may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet legal obligations in any relevant jurisdiction.

**Authority to exchange sensitive information:** In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship relief application). The references in this Privacy Statement to personal information include sensitive information such as my medical and health related details, and I agree that You may exchange such information with other parties listed in this Privacy Statement for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me.

**Authority to give information to guarantors:** I authorise You to give to any person who guarantees or indemnifies, or is to guarantee or indemnify, my obligations ("Guarantor") information about my credit worthiness, credit standing, credit history or credit capacity for the purpose of determining if that person wishes to act as a Guarantor and keeping the Guarantor informed of the guarantee or indemnity, and for any purposes related to the proposed or actual enforcement of the guarantee or indemnity.

**Authority to obtain information about guarantors:** (This section addresses additional matters relevant if I am a Guarantor) I authorise and consent to You or Your agents collecting personal information about me and obtaining both my personal and commercial credit reports from a CRB, to assess my capacity as a guarantor. If I am accepted as a guarantor You may disclose my personal information to external agents, professional advisers and service providers, for the purpose of managing the account and contacting me in relation to the guarantee or indemnity provided. I also authorise You and Your agents to provide to the person/s in respect of whom I am Guarantor personal information about my credit worthiness, credit standing, credit history or credit capacity for any purposes related to the product or any proposed or actual enforcement of the product, guarantee or indemnity. I acknowledge and agree that if You provide the product, this authority remains in force until the credit under the product is fully and finally settled and discharged.

**Authority to use information for administration processes:** I authorise You to use any information collected in this application and in subsequent administration processes for future applications I may wish to make for other products and/or services and related services, and to disclose this information to other members of the National Finance Solutions Group for similar use. National Finance Solutions will only use information collected for this purpose to the extent it is permitted to do so at law.

**Authority to provide information for funding purposes:** I authorise You to disclose any personal information about me to another person (including without limitation, any trustee, servicer, credit enhancer, funder, ratings agency) in connection with any funding of our business or any transactions including by means of an arrangement involving securitisation.

**General Privacy Matters:** I acknowledge that You collect personal information through interactions with me and my agent(s) (including telephone, email or online), as well as from public sources and third parties including information brokers and service providers. Without this information, You may not be able to process my application or provide me with an appropriate level of service. I consent and agree that: (a) You may give me notices or documents by electronic communication, including by sending the notice or document to the email address provided with my application or the last email address I have otherwise notified; (b) if a notice or document is so given, it will be taken to be given at the time when the notice or document has entered my information system; (c) where a notice or document requires acceptance of the information contained therein, such an intention can be met electronically with the utilisation of an electronic signature; (c) paper notices and documents may no longer be given to me; (d) electronic communications should be regularly checked for notices and documents; and (e) my consent to the giving of notices and documents by electronic communication may be withdrawn by me at any time. I acknowledge that where I have provided You with personal information about someone else that I have obtained their consent to provide their personal information based on this Privacy Consent. I acknowledge that the third parties with whom You exchange personal information whilst conducting ordinary business activities may include financiers used by NFS to arrange finance (including St George Automotive, GE Money, Macquarie Leasing, Liberty Financial, ANZ and Esanda Financial Services, Now Finance, Yamaha Finance, Pepper, Go Getta, and Money 3), all of whom are collectively referred to as "Credit Providers" in this consent.

You, your related companies and any third parties involved in the introduction or referral of this application (including any dealers or suppliers of items the subject of my application) or with whom You have white label arrangements may exchange and use my personal information to contact me on an ongoing basis by telephone, electronic communications (like email), online and other means to offer products or services that may be of interest to me, including offers of banking, financial, advisory, investment, insurance and funds management services, and assets suited to leasing or finance (including vehicles, medical equipment, computers, machinery and manufacturing equipment).

· By ticking this box I/We do not consent to You using and disclosing my/our personal information for the purpose described immediately above.

In accordance with the Privacy Act, requests for access to and correction of personal information can be made using the contact details below:

Addressee: Privacy Officer National Finance Solutions Pty Ltd  
 Postal Address: PO BOX 1862 CAIRNS QLD 4870  
 Phone: 07 4081 5012  
 Fax: 07 4081 5019

**Name and signature of individual(s) giving his/her consent as customer or guarantor**

|           |              |       |
|-----------|--------------|-------|
| .....     | .....        | ..... |
| Signature | Name (print) | Date  |
| .....     | .....        | ..... |
| Signature | Name (print) | Date  |
| .....     | .....        | ..... |
| Signature | Name (print) | Date  |



ABN: 97 142 039 781 Licence No: 389273

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T 13 50 55  
F 07 4081 5019

[www.nationalfinancesolutions.com.au](http://www.nationalfinancesolutions.com.au)

## National Finance Solutions Pty Ltd Credit Guide

Effective October 2011

**Customer/s Full Name:**

**Customer/s Address:**

**Customer/s Contact Details:** Telephone:

Email:

### About the Credit Guide

This Credit Guide is issued by –

**National Finance Solutions Pty Ltd** ACN 142 039 781 Australian Credit Licence Number 389273 (“NFS”)

**National Finance Solutions** is your finance broker.

We are required by law to give you this document. It provides you with information about the credit assistance services we provide. It is also a quote for the fees you agree to pay for our services.

#VALUE!

- who we are and how to contact us
- National Finance Solutions’ obligations to provide you with a preliminary credit assessment if you ask us
- National Finance solutions’ obligation to ensure the chosen credit contract meets your requirements and objectives
- National Finance solutions’ obligation to ensure you have the financial capacity to repay the credit contract without undue hardship
- fee and commission arrangements between us
- how to contact our internal and external dispute resolution schemes if you have a complaint about us

### Services We Provide

We will help you source a credit facility which is suitable for your purposes.

National Finance Solutions submits your credit application to a financier once it is satisfied you meet its preliminary credit assessment and responsible lending obligations

### Our Panel Lenders

We source finance from a panel of financiers. The financiers named below are the six financiers with whom we conduct the most business.

Esanda Finance Corporation, St George, Macquarie Leasing, GE Money, Secure Funding Pty Ltd, Money 3, Now Finance, Pepper, Go Getta and Yamaha Finance.

### **Your information**

Under the NCCP Act, we are obliged to ensure that any finance we help you obtain is not unsuitable for you. To decide this, we may need to ask you some questions to be sure the finance is not unsuitable. The law requires us to:

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

We will assess credit as being unsuitable if, when you apply, it is likely:

- you could not pay, or could only pay, with substantial hardship;
- the credit will not meet your requirements and objectives.

If you ask, National Finance Solutions will provide you with a preliminary credit assessment. It will provide you with a summary of the information you gave about your stated requirements and objectives and your financial position. It will also state the basis for its preliminary credit assessment.

National Finance Solutions will provide you with its preliminary assessment within 7 business days of your request if it is made within 2 years of us giving you a credit assistance quote. National Finance Solutions will provide it within 21 business days if your request is received more than 2 years after we gave you a quote. National Finance Solutions is only required to give you a copy of the preliminary assessment if we give you credit assistance.

You will not be charged for a copy of your preliminary assessment.

### **Fees You Must Pay**

You must pay National Finance solutions' administration fee for assisting you obtain finance. Details of these fees are set out later in this document in the credit assistance quote. You must also pay the financier's application fee, valuation fee and other fees, if they apply to your credit facility.

### **Commissions We Receive**

National Finance Solutions may receive commissions from the financiers who provide you with finance. You do not pay these commissions. You may ask us to tell you how these commissions are worked out and to give you a reasonable estimate of them.

National Finance Solutions has a volume bonus arrangement in place with Esanda Finance Corporation, St George, Macquarie Leasing and under which those financiers may pay us additional commission depending on the total volume of business we arrange with them.

### **Commissions We Pay**

We source referrals from a broad range of sources. For example, National Finance Solutions may pay fees or commission to other motor dealers, suppliers, real estate agents, or accountants for referring you to us. These referral fees or commissions are generally small amounts. You do not pay these fees or commissions. You may ask us to tell you how these fees/commissions are worked out and to give you a reasonable estimate of them.

### **Dispute Resolution**

National Finance Solutions is committed to excellent customer service and the resolution of any concerns or complaints quickly, fairly and efficiently. Our priority is to resolve these matters with you as quickly as possible.

If you have a concern or complaint, please lodge it with our internal dispute resolution schemes by phone, email or mail.

For National Finance Solutions the contact details are:

|               |  |
|---------------|--|
| Telephone     | 13 50 55   |
| Email         | <a href="mailto:info2@nfsaustralia.com.au">info2@nfsaustralia.com.au</a> |
| Writing to us | PO Box 1862 Cairns QLD 4870  |

We will contact you to discuss your concerns and the outcome you want. We will provide you with a written response of the outcome if your complaint or concern cannot be resolved within one day of receiving it.

Should a complaint arise which is not resolved to our mutual satisfaction, please be aware you can then take it to our external dispute resolution service. This is a free service which provides you with an independent mechanism to resolve any specific complaints or disputes you have which we cannot resolve together.

National Finance Solutions is a member of the Financial Services Ombudsman Ltd (“FOS”) External Dispute Resolution Scheme.

FOS’s contact details are:

|            |  |
|------------|--|
| Telephone  | 1300 78 08 08  |
| Fax        | 03 9613 6399   |
| Email      | <a href="mailto:info@fos.org.au">info@fos.org.au</a> |
| Writing to | GPO Box 3, Melbourne VIC 3001                        |
| Website    | <a href="http://www.fos.org.au">www.fos.org.au</a>   |

### **Contacting Us**

For further information about this Credit Guide or if you have any questions or need more information, please contact either of us at:

#### **National Finance Solutions:**

|                      |  |
|----------------------|--|
| Telephone            | 13 50 55   |
| Facsimile            | 07 4081 5019   |
| Email                | <a href="mailto:info2@nfsaustralia.com.au">info2@nfsaustralia.com.au</a>                     |
| Writing to us        | PO Box 1862 Cairns QLD 4870  |
| Visiting our Website | <a href="http://www.nationalfinancesolutions.com.au">www.nationalfinancesolutions.com.au</a> |

### **Quote**

This quote provides information about the fees you agree to pay National Finance Solutions for assistance in sourcing finance for you.

### **Services to Be Provided**

NFS will do our best to source the finance you require.

### **Maximum Fee or Charges**

If we successfully obtain the finance you require, you must pay National Finance Solutions a fee for our services when the finance is settled. This administration fee is the only fee we charge you and it may be included in the financed amount or can be paid directly to National Finance Solutions.

The maximum amount of the administration fee is \$990 (GST inclusive)

You do not have to pay National Finance Solutions any other fees and charges for assisting you to source finance. However, you may be required to pay fees to the financier.

**Acceptance**

I/We accept the quote for your services.

| Full Name | Signature | Date |
|-----------|-----------|------|
|           |           |      |
|           |           |      |