

## PRIVACY DISCLOSURE STATEMENT & CONSENT

### Overview

National Finance & Loans, A B N 99 214 040 118 (NFAL) and its associated entities ('we', 'us', 'our') collects information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent. When you sign below, you agree we can, consistently with Australia's privacy and credit reporting laws, collect, use and exchange credit and personal information about you for those purposes.

In this document, the term "associated entities" refers to but is not limited to National Finance and Loans/Money Bunny/Money Bunny Australia

### Privacy Disclosure Statement and Consent

We are collecting credit and personal information (information) about you, as applicable:

- To source for you, or a company of which you are a director:
  - Consumer credit for personal, household, domestic or residential investment purposes;
  - Commercial credit for business purposes; or
  - Other services stated in this Privacy Disclosure Statement and Consent (Consent).

As your broker, we require the information we collect from you to assess your credit, application or the credit application of a company of which you are a director, source a suitable credit provider and any required insurances and to manage the application process, where required. If you do not provide the information sought we may be unable to process your application, or the company's application, or we may be limited in the other services we can offer you or the company.

### Your information – Collection and Credit Reporting Body ('CRB') Disclosures

When we collect information from you in the credit application process, we use that information in a number of ways to assess your credit application and to source a suitable credit provider or lessor and/or insurance provider. We may:

- Disclose your identification information to a CRB if you wish us to obtain a report on your behalf;
- Use any information the CRB provides in that report to assist us to preliminarily assess your consumer credit application
- Disclose your personal information to an insurer or insurers to source any insurances you wish to obtain
- Disclose your credit information to a credit provider or credit providers to apply for finance on your behalf

The information we obtain from you is used, subject to compliance with Australia's privacy and credit reporting laws, only for the purposes listed in this Consent and is not disclosed to any other person except with your permission or as permitted, or required, by law.

### Credit Providers

As part of providing our services to you, we may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

We may submit your application to one or more credit providers. Those credit providers and their website addresses are set out in the Schedule at the end of this document.

A credit provider, to whom we submit an application, may disclose information about you to, and collect information about you from, from one or more CRBs.

The website of each credit provider contains details of each CRB with which it deals and other detail about information held about you and describes your key rights. This detail may be described on the credit providers' websites as 'notifiable matters', 'privacy policy', 'credit reporting policy' or 'privacy disclosure statement and consent', and includes –

- That the CRB may include information the credit provider discloses about you to other credit providers to assess your credit worthiness

That, if you become overdue in making consumer credit payments or you commit a serious credit infringement, the credit provider may disclose that information to a CRB

- How you can obtain the credit provider's and/or CRB's policies about managing your credit information
- Your right to access and/or correct information held about you and to complain about conduct that may breach the privacy and credit reporting laws
- Your right to request a CRB not to undertake pre-screening for purposes of direct marketing by a credit provider
- Your right to request a CRB not to release information about you if you believe you are a victim of fraud

This detail will also be included by the credit provider who approves your application in the privacy disclosure statement and consent document it will provide to you.

Each credit provider website includes information on how to contact the credit provider and how to obtain a copy of its privacy documents in a form that suits you (e.g. hardcopy or email).

The lenders named below are the six we do most business with:

Australia and New Zealand Banking Group Ltd, Pepper Asset Finance Pty Ltd, Bank of Melbourne, Secure Funding Pty Ltd (Liberty Financial), Latitude Financial Services, Maquarie Leasing

### Your rights

You have the right to ask:

- Us to provide you with all the information we hold about you
- Us to correct the information we hold if it is incorrect
- Us for copies of our privacy policy and this document, in a form that suits you (e.g. hardcopy or email)
- The CRB not to use your information for direct marketing assessment purposes, including pre-screening
- The CRB to provide you with a copy of the information it holds about you

You can gain access to the information we hold about you by contacting our Privacy Officer at the address above or by telephone on 03-95533688 or email at [info@nfal.com.au](mailto:info@nfal.com.au). In some cases an administration fee may be charged to cover the cost of providing the information.

Our Privacy Policy is available on our website at [www.nfal.com.au](http://www.nfal.com.au) or we will provide you with a copy if you ask us.

You can contact the CRB by telephone on 1300 762 207 (Opening hours: Mon-Fri, 8.30am-6pm EST) or email at [assist.au@veda.com.au](mailto:assist.au@veda.com.au)

### Disclosure and Consent

By signing below, you agree we may:

- Use your personal and credit information:
- To assess your consumer or commercial credit application and/or to assess a credit application by a company of which you are a director
  - To source any finances you required
  - To source any insurances you require
  - As the law authorises or requires;
  - Disclose to, and obtain from, any prospective credit provider or insurer, information about you that is reasonably necessary to obtain the finance and insurances you require;
  - Obtain from, and disclose to, any third party, information about you, the applicant(s) that is reasonably necessary to assist you obtain the finance and insurances required;
- Provide your information, including your credit report(s), to one or more of the credit providers specified in the Schedule of Credit Providers below so they can assess your application, or the application of a company of which you are a director
- Provide you, or the company of which you are a director, with offers or information of other goods or services we, or any of our associated entities, may be able to provide to you or the company, unless you tell us not to;

- Disclose your personal and credit information to the extent permitted by law to other organisations that provide us with services, such as contractors, agents, printers, mail houses, lawyers, document custodians, securitisers and computer systems consultants or providers, so they can perform those services for us; and
- Disclose your personal information to any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us, or the contract with us of a company of which you are a director.

You also agree and consent to, as appropriate:

- A CRB disclosing consumer credit information to one or more credit providers specified in the Schedule of Credit Providers below for the purpose of assessing your application for consumer or commercial credit application, and/or assessing a credit application by a company of which you are a director
- A credit provider disclosing to another credit provider, for a particular purpose, information it holds about you

Where the applicant is a company of which you are a director, you consent to the use of your information, in addition to the company's information, in each of the ways listed above.

**ELECTRONIC COMMUNICATIONS CONSENT**

You consent to National Finance & Loans, or any other party associated with this loan application, communicating electronically with you. You nominate and authorise us to act on instructions we have received electronically. This consent and authority will apply to all communications permitted to take place electronically by law including but not limited to:

- notices and disclosure documents from us to you about your credit application;
- credit contract documents;
- variations to the credit contract; and
- notices from you to us.

We will rely on this consent to communicate with you by:

- electronic mail ("e-mail") to the e-mail address that you have notified to us;
- making a notice available for you to access on our website;
- any other method of electronic communication; and/or
- ordinary mail to the address on our records. For

**EXECUTION**

I/We acknowledge that I/We have read and fully understood the contents of this document. I also warrant that the personal information provided by me in our application is true and correct and understand that NFAL and its Contractors will be relying on the integrity of same in seeking to arrange the facilities required.

Applicants Name	Signature	Date

**FURTHER AUTHORISATION AND CONSENTS**

**THESE CLAUSES ARE ONLY OPERATIVE WHEN COMPLETED AND SIGNED BY ALL PARTIES**

**AUTHORISATION TO PROVIDE PERSONAL INFORMATION TO A THIRD PARTY**

I agree that NFAL and its Contractors may also disclose to the undermentioned third party personal information which it has received about me relating to the progress and ultimate decision by the Approached Credit and/or Insurance Provider/s on my finance and/or insurance application. Such information may include:

- The type of facilities which are being considered and/or offered by the Approached Credit and/or Insurance Providers
- The actual decision on the application/s by the Approached Credit and/or Insurance Providers
- The reasons supporting any decisions made by the Approached Credit and/or Insurance Providers, including such personal information as may have been obtained by NFAL, its Contractors and/or the Approached Credit and/or Insurance Providers that has, in the opinion of NFAL or its Contractors, had any influence on the decision made by the Providers.

In providing the authority, I acknowledge that NFAL and its Contractors have no control over the personal information once it is passed to the third party, and consequently cannot be held responsible or liable in any way for the use or misuse of the information by the Third Party. Any Third Party which receives your information should have a Privacy Policy in place which is consistent with the requirements of the Privacy Act.

Third Party's Name	Address

This consent extends to employees, servants and agents of the above nominated third party.

**AGREED BY:**

Applicants Name	Signature	Date

example, we will send an email to your email address to give you our Credit Guide. By giving this consent, we are no longer required to send you notices or other documents in paper form. You must ensure that:

- you check your email regularly for notices and other communication from us;
- your email address remains current (or otherwise notified to us); and
- emails from us to your email address are not blocked.

We rely on you to keep your nominated e-mail or physical (street) address details up-to-date and to notify us when they change. Providing you with electronic documents does not alter your obligations under any terms and conditions of a credit contract. You can print and save a copy of any notice or other document provided to you electronically. You are responsible for ensuring that you use the relevant computer programs and have sufficient internet capacity to interact with our system. We may act on facsimile instructions if it appears to us the instructions have been appropriately authorised. We may refuse to act on any instruction for any reason, or refuse to act until we receive confirmation of the instructions from you by other means.

**RETURNING TO PAPER COMMUNICATIONS**

You can go back to receiving paper notices and other documents by calling us on 03-95533688 or by notifying us in writing withdrawing this consent. If you decide to return to paper notices and other documents, you are asking to receive those documents on paper, delivered by post to your nominated street address. For further information about how we handle your information or to request access to the information we hold about you, You can contact us by calling 03-95533688 or by writing to National Finance & Loans 23/399 Warrigal Rd. Cheltenham Vic 3192. You agree that your above consents commence from the date of your application and continues until the credit covered by the application ceases. You agree that we may use your personal information for marketing or research purposes after the credit covered by this application ceases

**Authorisation**

By signing below, you also authorise us to make a request on your behalf to obtain credit reporting information about your consumer and commercial credit worthiness from a CRB. That information will assist us in providing our services to you. This authorisation ceases when we undertake a task on behalf of a credit provider.



## National Consumer Credit Protection Act 2009

### Credit Quote

This document is a quote and provides information about the fees you have agreed to pay us for our services.

<b>Customer/s Full Name:</b>
<b>Licensee's Full Name:</b> Attwood Financial Pty Ltd & Cranleighouse Pty Ltd & Walk Jog Run Pty Ltd ABN 99 214 040 118
<b>Australian Credit Licence Number:</b> 494362
<b>Address:</b> 23/399 Warrigal Rd. Cheltenham Vic 3192
<b>Contact Details:</b> Telephone: 03 9553 3688 Facsimile: 03 9553 3677 Email: info@nfal.com.au

#### Services to Be Provided

We will attempt to arrange the loan as requested by you.

#### Maximum Fee or Charge Payable by You to Us

If we successfully obtain an approval for the loan you require and the loan settles you must pay us a fee for our services. This service fee will be included in the loan amount and will not exceed a maximum amount of \$990.00 (including GST).

The fee is payable once only and is not payable if the loan does not settle. There are no other fees and charges payable by you to us however you may be liable to pay fees to the lender.

#### Acknowledgement and Agreement

I/We acknowledge that I/We have read and fully understand the contents of this document. I/We also acknowledge and agree that I/We will pay you the above mentioned fee for your services if the loan settles. I/We understand that the fee will be included in the loan amount.

I/We further acknowledge and consent to receive this Quote and any additional disclosure documents such as a Credit Guide and/or a Credit Proposal by electronic communication means. This consent is given on the understanding that paper disclosure documents may no longer be given to me/us and that I/We must regularly check electronic communications for such documents. I/We also understand that I/We may withdraw consent to receive these disclosure documents at any time by contacting you at the above branch contact details.

Applicants Name	Signature	Date

## National Consumer Credit Protection Act 2009

### Credit Guide

This document provides information about the services we provide.

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

#### **Our Full Name:**

Attwood Financial Pty Ltd & Cranleighouse Pty Ltd & Walk Jog  
Run Pty Ltd T/as ABN 61 155 088 752 (NFAL) Trading As: National Finance & Loans.

**Australian Credit Licence Number:** 494362 Money Bunny Australia.  
Money Bunny.

#### **Contact Details:**

**Address:** 23/399 Warrigal Rd. Cheltenham Vic. 3192

**Telephone:** 03-9553 3688

**Email:** info@nfal.com.au

#### **Internal Dispute Resolution Officer Contact Details:**

**Contact:** Nicholas Ward

**Telephone:** 03-95533688

**Email:** nick@nfal.com.au

**Postal Address:** 23/399 Warrigal Rd. Cheltenham Vic. 3192

#### **External Dispute Resolution Scheme contact details:**

##### **Credit Industry Ombudsman Ltd.**

Website Access: [www.cio.org.au](http://www.cio.org.au)

Telephone: 1800 138 422

Postal Address: PO Box A252, SYDNEY SOUTH NSW 1235

#### **Services We Provide**

We will help you to choose a loan which is suitable for your purposes.

#### **Our Panel of Lenders**

Our aggregator is National Finance Choice Pty Ltd ABN 95 156 544 464

The lenders named below are the six with whom we conduct the most business.

Australia and New Zealand Banking Group Ltd, Pepper Asset Finance Pty Ltd, Bank of Melbourne, Secure Funding Pty Ltd (Liberty Financial), Macquarie Leasing and Latitude Financial Services.

#### **We Will Need Information from You**

Under the NCCP Act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain or we help you to enter is not unsuitable for you. To decide this, we may need to ask you some questions in order to assess whether the loan 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 at the time it is likely:

- you could not pay or could only pay with substantial hardship;
- the credit will 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. For this reason we must ask you to provide a significant amount of information. It is therefore very important that the information you provide us is accurate.*

We must provide you with a copy of our preliminary assessment of your application if you ask within 7 years of when we assist you. We will provide you with our assessment within 7 business days of your request if it is made within 2 years of us giving you a credit assistance quote. We will provide it within 21 business days if your request is received more than 2 years after we gave you a credit assistance quote. We are only required to give you a copy of the preliminary assessment if we give you credit assistance.

### **Fees Payable by You**

You may need to pay the lender's application fee, valuation fee and other fees. We sometimes charge a fee for our services when you enter into a loan we have arranged for you. More details about the fees you must pay will be set out in a Credit Quote we will give you before a finance application is lodged. You may obtain from us information about how these fees and charges are worked out and a reasonable estimate of those fees.

### **Commissions Received by Us**

Commission may be received by "NFAL" from the lenders who provide finance for you as our customer/s. These commissions are not payable by you. You may obtain from us information about a reasonable estimate of those commissions and how the commission is worked out.

### **Commissions Payable by Us**

We source referrals from a broad range of sources. For example, we may pay fees to motor dealers, suppliers, real estate agents, or accountants for referring you to us. These referral fees are generally small amounts and accord with usual business practice. These are not fees payable by you. You may, on request, obtain a reasonable estimate of those commissions and how the commission is worked out.

### **Our Internal Dispute Resolution Scheme**

We hope you are delighted with our services, but if you have any complaints you should notify us by contacting our Internal Dispute Resolution Officer by:

- telephoning - 03 9553 3688
- e-mailing - [nick@nfal.com.au](mailto:nick@nfal.com.au)
- writing to - 23/399 Warrigal Rd Cheltenham Vic 3192

or by speaking to any representative of our business who will refer you to the Internal Dispute Resolution Officer. You should explain the details of your complaint as clearly as you can. You may do this verbally or in writing.

When we receive a complaint, we will attempt to resolve it promptly.

### **Our External Dispute Resolution Scheme**

If we do not reach agreement on your complaint, you may refer the complaint to an ASIC Approved External Dispute Resolution (**EDR**) Scheme specified on page 1. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

You can obtain further details about our dispute resolution procedures and obtain details of our privacy policy on request.

### **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 help you.