





THE FINANCE FACTORY (AUSTRALIA) PTY LTD ABN 22 107 218 306 ("Financier", "we" or "our").

We recognise that your privacy is important. We collect, store, use or disclose our customer's information in accordance with our Privacy Policy Statement.

We collect personal information in a number of ways, including: Directly from you; From third parties such as credit reporting agencies and other financiers; From publicly available sources of information; From equipment or product suppliers to whom you have provided information; From your representatives; From the organisations identified below in Item D and E; or From our own records.

Personal information collected and held by us may include your name, current and previous addresses, date of birth, telephone/mobile and fax phone numbers, e-mail address, driver's licence number, financial data including details of income, assets and liabilities, financial statements, credit worthiness reports and credit activity reports. If you fail to provide the information requested, your application may not be able to proceed and the product or service for which you are applying may not be supplied to you.

We need to collect personal information from our customers so the Financier or credit provider can: Provide the service or product applied for by the customer; Set up, administer and manage those services and products; Conduct appropriate checks for credit-worthiness and for fraud; Assess, provide and manage credit related to the service, product or finance provided to our customer; Assess a person's suitability as guarantor; Assist our customers not to default in any of their obligations; Collect overdue credit or other payments; Research, develop and plan finance services and products; Gain an understanding of your financing needs in order to provide you with a better service; Provide marketing of other products or services (including by third parties) to you (direct or otherwise) your name and contact details may be placed on marketing lists for such purposes, by mail, email or telephone. We will remove your name from such lists if you ask us to. Inform you of ways the services or products provided to you could be improved; and Inform you of other services or products that may be of benefit to you. We usually disclose information to: credit reporting agencies, other credit providers; collection agents; guarantors; your finance broker or agent; our agents and professional advisers; and other entities as listed in Items D and E below as required.

You have the right to access your personal information, subject to some exceptions allowed by law. You may be required to put your request in writing for security reasons. The Finance Factory (Australia) Pty Ltd reserves the right to charge a fee for searching for and providing access to your information.

You may obtain a copy of our Privacy Policy Statement or arrange access to your personal information by contacting us on 03 9393 9600 between 9:00am and 5:00pm, Monday to Friday. Alternatively, you can write to us at 9 Orange Street, Williamstown VIC 3000.

#### PRIVACY ACT 1988 AUTHORISATIONS / AGREEMENT

TO: THE FINANCE FACTORY (ASUTRALIA) PTY LTD ABN 22 107 218 306 ("Financier")

In compliance with the Privacy Act (Cwith), applicant parties and guarantors (if any) to a finance application should complete and provide this agreement to the Financier, credit provider or their agent(s) for the purposes of the Privacy Act.

Each of the parties named below ("I/We")

**A. Acknowledgement of Disclosure of Credit Information to a Credit Reporting Agency**  
acknowledge that the Privacy Act allows for the Financier or Credit Provider to give a credit reporting agency personal information about me/us and my/our application for finance, including: Such permitted particulars about me/us which allows me/us to be identified; The fact that I/We have applied for finance and the amount; The fact that the Financier or Credit Provider is a current credit provider to me/us; Payments which become overdue more than 60 days, and for which collection action has commenced; Cheques drawn by me/us which have been dishonoured more than once; In specific circumstances that in the opinion of the credit provider, That I/We have committed a serious credit infringement; That finance provided to me/us by the credit provider has been paid or otherwise discharged. By virtue of this acknowledgement I/We understand that the credit provider has informed me/us of its disclosure policy to a credit reporting agency of information about me/us and I/We so authorise such disclosures.

**B. Agreement/Authority to Perform Permitted Actions Concerning a Finance Application or Transaction**

Agree that:

If it is considered relevant in assessing my/our application for personal or commercial credit, the Financier or credit provider may obtain respectively a report on my/our credit worthiness from a business which provides information about the commercial credit worthiness of persons;

If it is considered relevant in assessing my/our application for commercial credit, the Financier or credit provider may obtain from a credit reporting agency a credit report containing personal credit information about me/us;

The Financier or credit provider may obtain a report from a credit reporting agency and other information in relation to my/our commercial credit activities;

If it is considered relevant to collecting overdue payments in respect of commercial credit provided to me/us, the Financier or credit provider may receive from a credit reporting agency a credit report containing personal information about me/us; and

The Financier or credit provider may give to and obtain from any credit provider named in my/our application a banker's opinion.

**C. Agreement/Authority for Disclosure of Information to Other Credit Providers**

Agree and authorise the Financier or credit provider to give to and seek, from credit providers whether or not named in my/our application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements; I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I/We understand the information may be used for the following purposes: To assess an application by me/us for credit, To assist me/us in avoiding default on my/our credit obligations, To notify other credit providers of a default by me/us, To assess my/our credit worthiness, and To assist in the collection of any amounts owed by me/us.

#### D. Agreement/Authority that Finance may be provided by Other Credit Provider

acknowledge that the finance applied for and approved by the Financier may be provided by some other person ("credit provider") whether disclosed or not. I/We consent to the Financier disclosing my/our personal information to such other credit provider. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity. I/We understand the information may be used for the following purposes: Assessing my/our application, To assess my/our credit worthiness, To assist me/us in avoiding default on my/our credit obligations, To notify other credit providers of a default by me/us, and To assist in the collection of any amounts owed by me/us.

acknowledge that the Financier or credit provider has the right to sell or assign my/our finance agreement. I/We consent to the Financier or credit provider providing my personal information to any person considering such purchase or assignment.

consent to the Financier or credit provider transferring information outside of Australia. I/We acknowledge that the Financier or credit provider may transfer information to foreign recipients who may not be subject to any privacy regulations.

#### E. Agreement/Authority for Disclosure of Information to Credit Providers and Other Parties

Agree and consent that the Financier or credit provider may also disclose information about me/us to the following persons as appropriate: A trade insurer, to enable it to assess whether to provide insurance to the Financier or credit provider and assess the risk of default, for any purpose arising under the contract of trade insurance, or, assess the risk of a guarantor being unable to meet a liability under the guarantee in respect of the credit; Principals (whether disclosed or not), agents and contractors of the Financier or credit provider offering to or responsible for providing finance or credit services to me/us, the Financier or credit provider in connection with the credit or guarantee or in the funding or on-going management of credit; The person who introduces my/our credit enquiry to the Financier or credit provider for the purposes connected with their application for credit, its processing, acceptance, its ongoing management and calculating commission (if any) payable to the introducer; The nearest living relative and referee/s named in the application; Guarantor/s including but not limited to copies of the loan, lease or hiring agreement, guarantees, notices, demands and statements of account; Any entity controlled by the Financier or credit provider or which controls the Financier or credit provider or to which the Financier or credit provider is related to assess their total liability to the Financier or credit provider and that entity; Any person considering purchasing the loan, lease, hiring agreement, guarantee, security, Financier, credit provider or any entity which controls the Financier or credit provider, that person's advisers, persons involved in assessing the risks and funding of the purchase and, after purchase, to the purchaser and any manager on an on-going basis; Another credit provider who has provided credit to me/us where a payment to the Financier or credit provider or that other credit provider is at least 60 days overdue and disclosure is for the purpose of deciding what action to take in relation to the overdue payment; To my/our authorised agent (including my/our solicitor, accountant, finance broker, supplier of goods or services acting for me/us) – payout figures; To any related entity of the Financier or credit provider or subsequent purchaser or assignee for prudential and administrative purposes; Any organisation to whom the Financier or credit provider may provide a marketing list which may include your name and contact details who may contact you by mail, email or telephone for the purpose of marketing products or services (including by third parties) to me/us (direct or otherwise) (I understand that you will remove my/our name from such lists if I/We ask you to); The Financier's or credit provider's collection agent, if I/We am/are in default of my/our credit obligations; And any other person I/We authorise in writing to receive information.

#### F. Agreement/Authority to Disclosure of Information to Guarantors

authorise the Financier or credit provider to give to guarantors and third party mortgagors, who have provided or intend to provide a guarantee or security a copy of my/our application, a copy of any (proposed or existing) contract or agreement and credit information that may be relevant to: those persons deciding whether to act as guarantor or offer security for the loan, enforcement or proposed enforcement of the guarantee/s or third party security, and, the amount or possible amount of the guarantor/s or third party mortgagor/s liability under the guarantee or security.

#### G. Agreement/Authority by Guarantors

(the persons who may be guarantor/s or third party mortgagor/s) agree that the Financier or credit provider may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for a loan applied for by or provided to the applicant for finance. I/We agree that if the credit provider approves the borrower's application for finance, this agreement remains in force until all finance facilities covered by the borrower's application cease.

I/We acknowledge that the application for finance will be supported by my/our guarantee. I/We acknowledge that I have been informed by the Applicant(s) to my satisfaction, the relevant details of the fiancé application. I have read and understand the terms and conditions of the finance to be guaranteed.

#### H. Other Declarations, Authorities and Acknowledgements

declare that the above authorities and agreement remain in force during the term of my/our financial arrangements or until the termination of the contract to which this agreement relates;

declare that I/We am/are financially solvent and are able to pay my/our debts as they fall due and that I/We am/are not under any form of insolvency or bankruptcy administration;

declare that the equipment that I/We am/are seeking to rent/lease/hire/purchase will be used for business purposes only;

authorise the Financier or credit provider or their respective authorise agents to obtain information about me/us from any authority holding driver licensing and/or vehicle registration details during the term of my/our financial arrangements or until the termination of the contract to which this agreement relates;

authorise any authority holding driver licensing and/or vehicle registration details to provide information sought about me/us from time to time, to the Financier or credit provider or their respective authorised agents;

authorise my/our accountant to provide you information, which you may require in relation to my/our financial position including copies of my/our financial statements for the purpose of assessing this application.

Initial here \_\_\_\_\_