

# REFERRAL & PRIVACY ACT CONSENT

**Dealer:** \_\_\_\_\_ (the "Referrer")  
**Goods:** \_\_\_\_\_ (the "Goods")

<b>Consumer 1</b>	<b>Consumer 2</b>
Name:	Name:
Address:	Address:
Phone:	Phone:
Email*:	Email*:

\*Email address is mandatory for legal disclosure purposes

**To: JAW Financial Pty Ltd ABN 73 155 538 793** Australian Credit Licence 422959 trading as Start Fresh Finance of PO Box 816 BUDDINA QLD 4575 (the "Licensee" or "JAW"); and

United Financial Services (Qld.) Pty Ltd ABN 43 073 887 813 Australian Credit Licence 386930 of Suite 6, 20 Rivergate Place MURARRIE QLD 4172 (the "Aggregator" or "UFSQ")  
(together the "Recipients")

## 1. REFERRAL CONSENT

Where a Referrer is noted above, I/We hereby consent to the Referrer giving our name(s) and contact details to the Recipients, and any of their Representatives, within 5 business days after informing me/us that the Recipients are able to arrange a loan to purchase the goods noted above. The Referrer has only informed me/us that the Recipients are able to provide credit assistance and has not discussed any particular credit product. I/We further consent to the Recipients making contact with me/us within 10 business days after receiving the referral. I/We confirm that the Referrer has not charged me/us a fee for the referral and I/we have been informed that the Referrer may receive a commission or other benefit for or attributable to the referral which has been detailed below.

Commission or other Benefit: \_\_\_\_\_

## 2. PRIVACY ACT CONSENT

The Recipients/s noted above collect from me/us (being each of the Applicants and Guarantors named in the application or any directors of companies named in the application) and from other persons described below, personal information about me/us, for the purposes of:

- Assessing the application for finance, the guarantee and any related insurance proposal;
- Sourcing and arranging finance and insurance; and
- Other activities relating to these activities.

For the same purposes, the Recipient/s may disclose this information to and collect further personal information about me/us from:

- Third parties identified in:
  - My/our application for finance or any related guarantee or related insurance proposal; or
  - Applications for finance for a company of which I am a director or otherwise an interested party or any related guarantee or related insurance proposal;
- Guarantors or proposed guarantors identified in my/our application for finance;
- One or more of the credit providers they use to arrange finance on my/our behalf (the "**Credit Providers**").

I/We acknowledge that the Credit Providers to whom the Recipients may submit applications on my/our behalf and their website addresses are set out in the Schedule at the end of this document;

- Credit Reporting Bodies, where I/we have authorised the Recipients/s to obtain a report on my/our behalf as set out in section 4 of this form below; and
- My/Our car or finance broker.

I/We acknowledge that where I/we have been resident in New Zealand the Recipients may also seek credit reports from relevant New Zealand credit reporting bodies in relation to my application.

For the same purposes, the Recipients/s may also disclose my/our personal information to:

- Suppliers of goods, mercantile agents, collection agencies, and insurers; and
- The Recipient/s agents, contractors, external advisers and other service providers.

I/We agree that each of the Recipient/s may use and disclose my/our personal information to their related bodies corporate or to third party affiliates or partners and that the Recipients and their related bodies corporate and third party affiliates and partners may use and disclose this personal information to inform me/us about their products and services in the future by direct marketing. I understand that I can opt-out of receipt of such information if I/we contact the Recipients at the contact details set out below.

I/We acknowledge that if we do not provide the personal information requested, the Recipient/s or the Credit Providers may not be able to process my application for finance or insurance or assess whether to accept me as a guarantor.

I/We acknowledge that Credit Providers are required to collect certain personal information about me under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

I/We understand that the Recipient/s privacy policies (available from each Recipient/s' Privacy Officer) contain information on how I/we are able to gain access to the personal information held about me/us by the Recipient/s and seek its correction (subject to exceptions stated in the Privacy Act 1988 (Cth) ("the Privacy Act")) and on how I/we may make a complaint about a breach of the Australian Privacy Principles set out in the Privacy Act and how the Recipients/s will deal with my/our complaint.

I/We agree that, if we supply the Recipient/s or the Credit Providers with personal information about any third party (such as a referee), I/we will inform that third party of this fact. I/We acknowledge that the Credit Providers collect and use personal information about me/us for the following purposes:

- Assessing the application for finance, the guarantee or any related insurance proposal; and
- (If the application is accepted) providing finance and ancillary services (such as insurance) to the applicant(s) and for the ongoing management of the finance, guarantees and ancillary services; and
- Collecting payments that are overdue in relation to the credit provided to me by the Credit Provider.

For those purposes, and subject to the Privacy Act, I/we consent to and agree that the Credit Providers may do all the following now and in the future:

1. Disclose my/our personal information to credit reporting bodies and collect and use my/our credit reporting information, including information about my commercial or consumer creditworthiness obtained from a credit reporting body in order to assess my application for consumer credit or commercial credit or to consider whether to accept me as a guarantor.
2. Collect from and disclose to another credit provider named in the application for finance or in information otherwise obtained in relation to the application any personal information about me, including credit eligibility information about me/us in order to assess my application for consumer credit or commercial credit.
3. Collect from and disclose to anybody which maintains a register of personal property securities (such as PPSR), any personal information about me/us, including any information about my/our creditworthiness, credit standing, credit history or credit capacity, the status of the finance and any default by me/us in accordance with the Privacy Act.
4. Collect from and disclose to any person or organisation identified in the application for finance, personal information about me/us.
5. Collect information about me/us from the Recipients including health information or information about my/our citizenship and country of birth. Membership of a professional or trade association, membership of a trade union, criminal record or information about me/us where I /we are a politically exposed person under the Anti-money Laundering and Counter-Terrorism Financing Act 2006 and use or disclose that information as necessary where I /we have applied for a product that requires that information
6. Disclose to any guarantor or proposed guarantor of the application for finance, any information about the finance or personal information (including credit eligibility information) about me/us now or at any time in the future in order for the guarantor or proposed guarantor to consider whether to offer to act as guarantor in relation to the credit or to offer property as security for the credit.
7. Collect from and disclose personal information about me/us to the Credit Provider's agents, contractors, external advisers as well as to suppliers of goods, mercantile agents, collection agencies and insurers, and my/our car or finance broker.
8. Disclose to the Recipient/s any credit decision made by the Credit Providers concerning my/our application for finance.

I/We acknowledge that each Credit Provider's website contains a statement about credit reporting, including information about the credit reporting bodies to which they may provide my/our personal information and that they may include my personal information in reports they provide to other credit providers and how:

- I/We may obtain a copy of the policies about the management of credit related personal information of the Credit Providers and the credit reporting bodies;
- If I/we fail to meet my/our payment obligations or commit a serious credit infringement, credit providers may be entitled to disclose this information to Credit Reporting Bodies; and
- I/We may access my personal information (including credit eligibility information) held by the Credit Providers, and seek the correction of personal information (including credit eligibility information or Credit Information), complain about a breach of the Australian Privacy Principles or a failure to comply with Division 3 of part IIIA of the Privacy Act or the Credit Reporting Code and how the Credit Providers will deal with such a complaint; and
- I have a right to request credit reporting bodies not to use my credit reporting information for the purposes of pre-screening of direct marketing and to not to use or disclose such information if I believe on reasonable grounds that I have been, or am likely to be, a victim of fraud.

I/We acknowledge that a Credit Provider who approves my/our application for finance will provide me/us with its own privacy disclosure statement and consent document.

## **HOW TO CONTACT US**

The Privacy Officer of JAW Financial Pty Ltd ABN 73 155 538 793 Australian Credit Licence 436677 trading as Start Fresh Finance of PO Box 816 Buddina QLD 4575 Phone: 0468 371 449 Email: jan@startfreshfinance.com.au; and

The Privacy Officer of United Financial Services (Qld.) Pty Ltd ABN 43 073 887 813 Australian Credit Licence 386930 of Suite 6, 20 Rivergate Place MURARRIE QLD 4172 Phone: (07) 3890 4150 Fax: (07) 3890 4150 Email: privacy@ufs.com.au

In this Consent:

"Personal information" is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not; and
- whether the information or opinion is recorded in a material form or not, and includes "sensitive information" (as defined in the Privacy Act).

## **3. ELECTRONIC COMMUNICATION ACT CONSENT (ECC)**

I/We consent to the Recipients, or any other party associated with this loan application, including the Credit Providers, giving information to me/us by way of electronic communication. I/We nominate and authorise the Recipients and the Credit Providers to act on instructions sent electronically by me/us. I/We understand that this consent and authority will apply to all communications permitted to take place electronically by law, including but not limited to:

- a) Notices and disclosure documents about my/our credit application such as a Credit Guide or a Credit Quote for providing credit assistance or a copy of my preliminary assessment;
- b) Financial services disclosures such as a Financial Services Guide or Product Disclosure Statement;
- c) Credit contract documents or variations to the credit contract; and
- d) Notices from the Recipients to me/us.

I/We understand that the Recipients will rely on this consent to communicate with me/us by:

- a) Electronic mail ("email") to the email address(es) noted above;
- b) In the case of notices or documents required under the National Consumer Credit Protection Act 2009 (Cth) (including the National Credit Code), by making the notice or other document available for a reasonable period on the Recipient's information system for retrieval by me and promptly notifying me by electronic communication that the notice or other document is available for retrieval on the system and the nature of the notice or other document;
- c) In the case of notices or documents required under Chapter 7 of the Corporations Act 2001, making a notice available for me/us to access on their website, subject to also sending me an email with a hyperlink to the disclosure or a written (paper or electronic) notice with a reference to the website address where the disclosure can be found;
- d) Any other method of electronic communication permitted by law.

By giving this consent, I/we acknowledge the Recipients may no longer send me/us notices or other documents in paper form.

I/We undertake to:

- a) Check electronic communications, including my/our emails regularly for notices and other communication from the Recipients.
- b) Ensure my/our email address remains current (or as otherwise notified to the Recipients); and
- c) Ensure emails for the Recipients are not blocked.

I/We understand the Recipients rely on me/us to keep my/our nominated e-mail or physical (street) address details up-to-date and to notify the Recipients when they change.

I/We understand that the provision of electronic documents does not alter my/our obligations under any terms and conditions of any contract I have with the recipients or any credit contract that I have with a Credit Provider and that we should print and save a copy of any notice or other document provided to me/us electronically. I/We confirm that I am/we are responsible for ensuring that I/we maintain the appropriate software and hardware, including printer, to be able to access, view, retrieve, print and save a copy of any documents provided to me/us by electronic communications.

I/We understand that my/our consent to the giving of documents by electronic communication may be withdrawn at any time. I/we can go back to receiving paper notices and other documents, delivery by post to my/our nominated street address, by notifying the Recipients in writing withdrawing this ECC.

## **4. AUTHORISATION TO OBTAIN CREDIT REPORTS**

I/We authorise the Recipients, who I/we acknowledge are assisting me/us to deal with credit reporting bodies, to make a request on my behalf to obtain my/our credit reporting information about my consumer and commercial credit worthiness from credit reporting bodies.

