

# Referral & Privacy Act Consent

Introducer: \_\_\_\_\_ (the "Referrer")

Goods: \_\_\_\_\_ (the "Goods")

From: Applicant 1 / Guarantor 1	Applicant 2 / Guarantor 2
Name:	Name:
Address:	Address:
Phone:	Phone:
Email*:	Email*:

\* Email address is mandatory for legal disclosure purposes

To: CLC Enterprises Pty Ltd ABN 29 160 558 538 Australian credit licence 436029 trading as Car Loan City Online of 39 Marion Street PARRAMATTA NSW 2150 (the "Licensee" or "CLC"); and

United Financial Services Pty. Limited ABN 77 072 442 445 Australian credit licence 386927 of Level 9, Rhodes Waterside 1 Rider Boulevard RHODES NSW 2138 (the "Aggregator" or "UFS")  
(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 Recipient/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 acknowledge that the Credit Providers to whom the Recipients may submit applications on my 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 Recipient/s to obtain a report on my/our behalf as set out in section 4 of this form below;
- my/our car or finance broker; and
- 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/our application. In this regard I/we consent to Recipients disclosing my/our personal information (other than Credit Eligibility Information) to an overseas recipient, located in New Zealand. This consent means that Recipients do not need to take such steps to ensure that overseas recipient does not breach the Australian Privacy Principles and if that overseas recipient handles the information in breach of the Australian Privacy Principles, Recipients will not be accountable for that breach and I/we will not be able to seek redress under the Privacy Act 1988 (Cth). I/we also acknowledge that even where I/we do not provide Recipients with my/our consent to this, Recipients may still disclose personal information about me/us to the overseas recipient. However, in those circumstances, Recipients will do so in accordance with their obligations under the Privacy Act 1988 (Cth). By signing this form below, I/we consent to this disclosure of my/our personal information to overseas recipients.

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 Recipient/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 Recipient/s will deal with my/our complaint.

I/We agree the Recipient/s may collect information about me/us 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.

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 any body 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 Recipient/s 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;
- 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.; and
- I can request to have this statement available in an alternative form - such as hard copy.

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 CLC Enterprises Pty Ltd ABN 29 160 558 538 Australian credit licence 436029 trading as Car Loan City Online of 39 Marion Street PARRAMATTA NSW 2150 Phone: (02) 9126 3334 Fax: (02) 8072 1342 Email: yvette@clconline.com.au; and

The Privacy Officer of United Financial Services Pty. Limited of Level 9, Rhodes Waterside 1 Rider Boulevard RHODES NSW 2138 Phone: (02) 9395 4200 Fax: (02) 9395 4299 Email: privacy@ufsns.com.au

## 3. ELECTRONIC COMMUNICATIONS 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.

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 from 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, delivered 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. I/we acknowledge that in order for the Recipients to verify my/our identity for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 in connection with this application as authorised agents of the Credit Providers:

- a) the Recipients may disclose any or all of the following personal information to a credit reporting body:
  - my/our names;
  - my/our residential addresses;
  - my/our dates of birth; and
- b) the Recipients may request a credit reporting body to provide an assessment of whether the personal information disclosed matches (in whole or part) personal information contained in credit reporting information about me/us in the possession or control of the credit reporting body (the Assessment); and
- c) the credit reporting body may prepare and provide to the Recipients the Assessment and may use the personal information about me/us and the names, residential addresses and dates of birth contained in credit reporting information of other individuals, for the purpose of preparing the Assessment, and I/we consent to the Recipients making the above request to a credit reporting body and the disclosure of my/our personal information.

## 5. ACCEPTANCE OF THIS CONSENT

Notwithstanding the terms of any consent given in this Referral & Privacy Act Consent, nothing in this Referral & Privacy Act Consent permits the Recipients or the Credit Providers to use or disclose credit eligibility information other than in accordance with the requirements of the Privacy Act 1988.

I/We solemnly and sincerely declare that I/We have read and accept and give all of the consents set out in this Referral and Privacy Act Consent form. I/we acknowledge that if I do not wish to give any of the consents set out in this Referral and Privacy Consent form, I can indicate this by striking out the relevant consent above and acknowledge that, if I do so, the Recipients may not be able to arrange finance or related insurances for me.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Applicant/Guarantor      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Applicant/Guarantor      Date

\_\_\_\_\_  
Full Name of Applicant/Guarantor

\_\_\_\_\_  
Full Name of Applicant/Guarantor

### Definitions

All terms defined in the Privacy Act 1988 have the same meaning when used in this Referral & Privacy Act Consent.

### SCHEDULE OF CREDIT PROVIDERS

Name	ABN	Web Address
Australian Premier Finance Company Pty Limited	54 104 959 435	<a href="http://www.australianpremierfinance.com.au">www.australianpremierfinance.com.au</a>
Automotive Financial Services Pty Limited	73 003 622 375	<a href="http://www.afs.com.au">www.afs.com.au</a>
Bank of Queensland Limited	32 009 656 740	<a href="http://www.boq.com.au">www.boq.com.au</a>
BMW Australia Finance Limited	78 007 101 715	<a href="http://www.bmw.com.au">www.bmw.com.au</a>
Capital Finance Australia Limited	23 069 663 136	<a href="http://www.capitalfinance.com.au">www.capitalfinance.com.au</a>
Citigroup Pty Limited	88 004 325 080	<a href="http://www.citibank.com.au">www.citibank.com.au</a>
Commonwealth Bank of Australia	48 123 123 124	<a href="http://www.commbank.com.au">www.commbank.com.au</a>
Evergreen Finance Company Pty Ltd	35 126 481 865	<a href="http://www.evergreenfinancecompany.com">www.evergreenfinancecompany.com</a>
Fin One Pty Ltd	80 139 719 903	<a href="http://www.finone.com.au">www.finone.com.au</a>
Flexirent Capital Pty Ltd	93 064 046 046	<a href="http://www.flexigroup.com.au">www.flexigroup.com.au</a>
GE Personal Finance Pty Ltd	54 008 443 810	<a href="http://www.gemoney.com.au">www.gemoney.com.au</a>
Gogetta Equipment Funding Pty Ltd	88 124 102 647	<a href="http://www.gogetta.com.au">www.gogetta.com.au</a>
Little Lease Company Pty Ltd	12 087 826 159	<a href="http://www.littlelease.com.au">www.littlelease.com.au</a>
Macquarie Leasing Pty Ltd	38 002 674 982	<a href="http://www.macquarie.com.au">www.macquarie.com.au</a>
Money 3 Corporation Limited	63 117 296 143	<a href="http://www.money3.com.au">www.money3.com.au</a>
Morris Finance Ltd	70 083 630 139	<a href="http://www.morrisfinance.com.au">www.morrisfinance.com.au</a>
National Australia Bank Limited	12 004 044 937	<a href="http://www.nab.com.au">www.nab.com.au</a>
R.A.C.V. Finance Limited	82 004 292 291	<a href="http://www.racv.com.au">www.racv.com.au</a>
Secure Funding Pty Ltd	25 081 982 872	<a href="http://www.liberty.com.au">www.liberty.com.au</a>
Service Finance Corporation Ltd	93 077 860 256	<a href="http://www.servicefinance.com.au">www.servicefinance.com.au</a>
Silver Chef Rentals Pty Ltd	33 112 241 522	<a href="http://www.silverchef.com.au">www.silverchef.com.au</a>
St George Bank	33 007 457 141	<a href="http://www.stgeorge.com.au">www.stgeorge.com.au</a>
St George Motor Finance Limited	53 007 656 555	<a href="http://www.stgeorge.com.au">www.stgeorge.com.au</a>
Team Leasing Pty. Limited	12 130 240 443	<a href="http://www.teamleasing.com.au">www.teamleasing.com.au</a>
Toyota Finance Australia Ltd	48 002 435 181	<a href="http://www.toyota.com.au/finance/">www.toyota.com.au/finance/</a>
Westpac Banking Corporation	33 007 457 141	<a href="http://www.westpac.com.au">www.westpac.com.au</a>
Wingate Consumer Finance Pty Ltd	35 158 703 612	<a href="http://www.nowfinance.com.au">www.nowfinance.com.au</a>
Yamaha Motor Finance Australia Pty. Ltd.	29 101 928 670	<a href="http://www.yamaha-motor.com.au">www.yamaha-motor.com.au</a>