



PERSONAL AND CREDIT INFORMATION
PRIVACY ACT 1988 (AS AMENDED)
NSW CONSUMER (REGULATED) LENDING ONLY
CONSUMER CREDIT ADMINISTRATION
AMENDMENT (FINANCE BROKERS) ACT 2003



AUTHORISATION TO ACT ON BEHALF OF INDIVIDUALS AND MANAGE PERSONAL INFORMATION

Subject to the associated Finance Broking Contract, I/We appoint XPS Finance Group Pty Ltd and its associated entities, ("XPS Finance"), as my/our agents to arrange, and assist in the management of finance facilities. If indicated accordingly in Part 5 hereof, I/We also appoint XPS Finance as my/our agents to arrange, and assist in the management of, insurance facilities, subject to the provisions of related Financial Services legislation.

In relation to any activities associated with Privacy Act legislation under this authorisation the term "Contractors" includes any entities that XPS Finance has appointed to assist in providing the services to me/us.

In this document:

- The term "finance" refers to any form of financial accommodation including, but not limited to, loans, leases, rentals or hiring.
- The term "insurance" refers to any form of Insurance facility including, but not limited to, motor vehicle comprehensive, loan protection, equity protection ("gap"), title, or mechanical breakdown warranty.

If the purpose of the application is to arrange insurance facilities only, then sections 1, 2 and 3 will not apply.

1. **ACKNOWLEDGEMENT OF DISCLOSURE OF CREDIT INFORMATION TO A CREDIT REPORTING AGENCY**

I/We agree that under section 18E(8)(c) of the Privacy Act, a Credit Provider which XPS Finance and Contractors may approach in arranging my/our finance (hereinafter an "Approached Credit Provider"), may give a credit reporting agency certain personal information about my/our application for finance.

The information which may be given to an agency is covered by Section 18E (1) of the Act and includes:

- Such permitted particulars about me/us which allow me/us to be identified;
- The fact that I/we have applied for finance and the amount;
- The fact that the Credit Provider is a current credit provider to me/us;
- Payments which become overdue more than 60 days, and for which collection action is commenced;
- Advice that payments are no longer overdue;
- Certain cheques drawn by me/us which have been dishonoured more than once;
- In specified circumstances, that in the opinion of the Credit Provider, 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 declaration, I/we understand that XPS Finance and/or Contractors have informed me/us of the disclosure policy to a credit reporting agency of information about me/us by Approached Credit Providers and so authorise such disclosures.

2. **AGREEMENT / AUTHORITY FOR AN APPROACHED CREDIT PROVIDER TO PERFORM CERTAIN PERMITTED ACTIONS CONCERNING A FINANCE APPLICATION OR TRANSACTION**

I/We agree that, if it is considered relevant in assessing my/our application for personal credit, and Approached Credit Provider may obtain a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

I/We agree that, if it is considered relevant in assessing my/our application for commercial credit, an Approached Credit Provider may obtain from a credit reporting agency a credit report containing personal information about me/us.

I/We agree that an Approached Credit Provider may give to or seek from any credit providers named in the accompanying finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or 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 me/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.

3. **AUTHORISATION TO ACT ON BEHALF OF INDIVIDUALS**

For the purposes of arranging the finance which is the subject of my/our application, the details of which appear below, I/we authorise XPS Finance and Contractors to obtain, on my/our behalf, a report about my/our consumer and commercial credit worthiness from a credit reporting agency or a commercial credit reporting business or from a credit provider named in my/our application or referred to in such reports.

I/We also authorise XPS Finance and Contractors to pass on the above obtained reports to such Approached Credit Providers as are appropriate, for their consideration for this application.

4. **COLLECTION AND MANAGEMENT OF PERSONAL INFORMATION**

I/We acknowledge and agree that:

- a) It is necessary for XPS Finance and Contractors to collect personal information regarding me/us from both ourselves and other parties, to enable XPS Finance and Contractors to apply, on my/our behalf, for the finance and insurance facilities requested. I/We understand that if I/we do not provide the information then XPS Finance and Contractors will not be able to seek the requested facilities from Approached Credit Providers and insurers.
- b) The information collected may be disclosed to, and used by, XPS Finance, Approached Credit Providers and Insurers to the degree that each entity considers reasonable and necessary in considering and arranging the requested facilities.
- c) XPS Finance, Contractors, Approached Credit Providers and Insurers may provide information collected as above to any parties (such as referees, employers etc) named in the application to the extent they deem necessary to assist in assessing and arranging the requested facilities.

- d) XPS Finance may retain the information obtained and, at its discretion, provide to me/us, from time to time information about XPS Finance products and services. The provision of this information may be by telephone, mail or electronic media (such as e-mail).

IF SUCH INFORMATION IS NOT REQUIRED THEN I/WE UNDERSTAND THAT THIS PROVISION MAY BE CANCELLED BY DELETING AND INITIALLING THIS CLAUSE OR BY LATER ADVISING XPS FINANCE IN WRITING, AT ITS HEAD OFFICE ADDRESS OF 21 WOLVERHAMPTON STREET, STAFFORD QLD 4053.

- e) XPS Finance may disclose relevant parts of my/our personal information to third parties it engages, to assist in the provision of its services to me/us including mailing houses and IT contractors.
- f) The appointment provided herein is an ongoing one and of an Approached Credit Provider or Insurer has, as a result of an application on my/our behalf by XPS Finance or Contractors, provided facilities to me/us then that Credit Provider or Insurer is authorised to provide information to XPS Finance and Contractors from time to time relating to the subsequent conduct of the facility.
- g) I/We can gain access to the personal information I/we have provided, or obtain more information of the XPS Finance Privacy Policy, by contacting XPS Finance at any branch or at the Head Office at 21 Wolverhampton Street, Stafford QLD 4053.

5. FACILITIES SOUGHT

Delete if not applicable:

- To arrange Finance facilities, subject to the Finance Broking Contract.
- To arrange Insurance facilities associated with the Finance facilities

6. EXECUTION

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

Full Name	Signature	Date



7. GUARANTOR PARTIES AGREEMENT

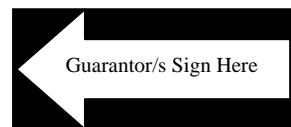
I/We agree that the Approached Credit Provider may seek a credit report concerning me/us for a credit reporting agency to assess whether to accept me/us as a guarantor of the finance commitments for the above-named Applicant Parties (Section 18K(1)(c)).

I/We also agree to XPS Finance, Contractors, Approached Credit Providers and Insurers collecting, retaining, disclosing and using my/our personal Information to the degree and for the purposes described in paragraphs 4 and 5 above.

I/We understand that I/we can obtain access to the personal information I/we have provided as described in paragraph 4(f) above.

Guarantors Agreement:

Full 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/We agree that XPS Finance and Contractors may also disclose to the undermentioned third party personal information which it has received about me/us 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 XPS Finance, Contractors and/or the Approached Credit and/or Insurance Providers that has, in the opinion of XPS Finance or Contractors, had any influence on the decision made by the Providers.

In providing this authority, I/we acknowledge that XPS Finance and Contractors have no control over the personal information once it is passed to the third party, and consequently can not be held responsible or liable in any way for the use or misuse of the information by the third party.

The Third Party:

Name: _____ Address: _____

This consent extends to employees, servants and agents of the above-nominated Third Party.

AGREED BY:

Applicants:

Name	Signature	Date

Applicant/s to sign

Guarantors:

Name	Signature	Date

Guarantor/s to sign