

ACF FINANCE CERTIFICATE OF APPOINTMENT HOME LOANS

PART 1 APPLICANT AND TRANSACTION DETAILS

Applicant 1 Name:			
Applicant 2 Name:			
Loan Amount:	\$	Lender:	
Home Loan Specialist:			

PART 2 APPOINTMENT OF ACF Finance

- 2.1 The Applicant(s) understand that they have, by signing this Deed of Appointment, appointed ACF Finance to act on their behalf to find the most appropriate loan solution available from lenders with whom ACF Finance are currently accredited with.

PART 3 NOTICE OF DISCLOSURE

- 3.1 The Applicant(s) have indicated their intention to appoint ACF Finance to arrange a loan for them.
- 3.2 The Applicant(s) acknowledge that ACF Finance has been appointed to act on their behalf with the chosen lender and ACF Finance is to receive a fee, commission or financial reward from the lender in connection with this loan as set out in 3.3 below.
- 3.3 The Applicant(s) acknowledge that ACF Finance is a Licensed Finance Broker and may receive a fee, commission, financial reward or other remuneration for arranging finance in connection with the Applicant(s) financial application, or for otherwise introducing the Applicant(s) to the financier. Any such fee will be payable by the financier and not by the Applicant(s). Such fees may be one off, or ongoing for the life of the loan.
- 3.4 Where ACF Finance is acting for more than one party, such an appointment could give rise in the future to some conflict of interest. The Applicant(s) are entitled to appoint another financial broker to negotiate the loan for them if they so desire.

PART 4 CERTIFICATE OF APPOINTMENT (FINANCE BROKERS CONTROL ACT, PRIVACY ACT 1988)

- 4.1 Some finance applications may be submitted to the financier by ACF Finance under license from Fast whom may also receive a fee, commission, financial reward or other remuneration for arranging finance in connection with the Applicant(s)' finance application, or for otherwise introducing the Applicant(s) to a financier. Similarly, any such fee will be payable by the financier and not by the Applicant(s). Such fees may be one off or ongoing for the life of the loan it is agreed that the Applicant(s) will provide the necessary personal information to complete the loan application and will upon reasonable request be available to sign all necessary documentation.
- 4.2 The appointment of ACF finance is only for the period of time it takes to complete the loan arrangements of the Applicant(s) with the lender.
- 4.3 ACF finance and its employees are not licensed to provide financial advice or taxation advice. We recommend the Applicant(s) consult their accountant, the Taxation Department, investment adviser or any other licensed person in respect to the financial implications of this application for finance. The Applicant(s) acknowledge that the suggestions in our annexure entitled "Things You Need To Know" does not constitute financial advice and the Applicant(s) acknowledge that anything contained within that annexure should be verified by a financial adviser or accountant.

PART 5 AUTHORITY TO ACF FINANCE TO OBTAIN INFORMATION (PRIVACY ACT, 1988)

- 5.1 ACF Finance or one of its employees, acting as the agent of the Applicant(s), may obtain from the lender a credit report pertaining to the Applicant(s), or information derived from a credit report or other information concerning the Applicant(s) credit worthiness, credit standing, credit history and credit capacity ("Credit Information") for the sole purpose of furthering the application.
- 5.2 ACF Finance or one of its employees, acting as the Applicant(s) agent may:
- Disclose the Applicant(s) personal information including Credit Information to any joint borrower;
 - Disclose the Applicant(s) personal information including Credit information to any guarantor;
 - Disclose the Applicant(s) personal information to any other employee of ACF Finance and Credit Information only where it is necessary for the arrangement of a loan;
 - Communicate on an ongoing basis with regard to ACF Finance financial products and services;
 - Disclose the Applicant(s) Credit Information to any mortgage insurer;
 - Disclose the Applicant(s) financial approval status to any real-estate or conveyancing agent, via letter;
 - And where required by law.
- 5.3 The Applicant(s) authority given under this clause is revocable by the Applicant(s) at any time.

ACF FINANCE CERTIFICATE OF APPOINTMENT HOME LOANS

PART 1 APPLICANT AND TRANSACTION DETAILS

Applicant 1 Name:			
Applicant 2 Name:			
Loan Amount:	\$	Lender:	
Consultant:			

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PART 5 AUTHORITY TO RESOLVE FINANCIAL SOLUTIONS PTY LTD TO OBTAIN INFORMATION (PRIVACY ACT, 1988)

- 5.1 ACF Finance or one of its employees, acting as the agent of the Applicant(s), may obtain from the lender a credit report pertaining to the Applicant(s), or information derived from a credit report or other information concerning the Applicant(s) credit worthiness, credit standing, credit history and credit capacity ("Credit Information") for the sole purpose of furthering the application.
- 5.2 ACF or one of its employees, acting as the Applicant(s) agent may:
- Disclose the Applicant(s) personal information including Credit Information to any joint borrower;
 - Disclose the Applicant(s) personal information including Credit information to any guarantor;
 - Disclose the Applicant(s) personal information to any other employee of ACF and Credit Information only where it is necessary for the arrangement of a loan;
 - Communicate on an ongoing basis with regard to ACF financial products and services;
 - Disclose the Applicant(s) Credit Information to any mortgage insurer;
 - Disclose the Applicant(s) financial approval status to any real-estate or conveyancing agent, via letter;
 - And where required by law.
- 5.3 The Applicant(s) authority given under this clause is revocable by the Applicant(s) at any time.

PART 6 DECLARATIONS

- 6.1 The Applicant(s) declare that the information contained in the loan application completed in relation to the loan and provided to ACF Finance is true and correct in every particular and no relevant information has been withheld from the loan application.
- 6.2 The Applicant(s) acknowledge that they are aware that ACF Finance and the lender will rely on the accuracy of the information in the loan application and it is on this basis that the lender may agree to provide the loan.
- 6.3 The Applicant(s) also acknowledge that ACF Finance and the lender may rely on a facsimile copy of this form.

Please Note: Whilst ACF Finance may assist with extensions for finance and settlement dates as per the Offer and Acceptance, ACF accepts no responsibility for the application for, or approval of, such extensions. Please ensure that time frames for approval are realistic given your individual circumstances.

PART 7 YOUR PRIVACY

- 7.1 Each person signing below acknowledges that they have received a copy of ACF Finance's Privacy Policy.
- 7.2 Please read the Important Privacy Disclosure Statement before signing below. Each person who has provided to ACF Finance personal information in this form acknowledges that he or she has read Resolve's Privacy Disclosure Statement and Privacy Policy and agrees to the collection, use and disclosure of that personal information in the manner and for the purposes set out in that Statement and Privacy Policy.

PART 8 PRIVACY DISCLOSURE STATEMENT

- 8.1 ACF Finance is committed to protecting your privacy as part of our customer service. We collect your personal information (e.g. name, address, email address, phone number, credit information) from you when you submit your Certificate of Appointment Form (with annexures), from lenders, from information contained in credit reports provided to us on our request to the lender.
- 8.2 We collect your personal information and store your personal information onto our database for the purpose of negotiating and obtaining finance on your behalf, for the purpose of telling you about our promotional offers, finance services and the finance industry in general, and to contact you to keep you informed about the progress of your application. We only share this information with those organisations and individuals you consent to and we do not on-sell your information to other organisations.
- 8.3 If you do not wish to provide us with all your personal information, we may not be able to assist you with your application.
- 8.4 Generally, you may have access to your personal information we hold by contacting us on 9328 8534 or writing to us at PO Box 343 Leederville WA 6007.
- 8.5 By submitting this Certificate of Appointment you acknowledge that you have read this statement and our Privacy Policy and have consented to the collection, use and disclosure of your personal information in the manner and for the purposes set out in this statement.

PART 9 ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Applicant(s), in signing the disclosure below, acknowledge the receipt of the following information:

- Finance Information Sheet (breakdown of estimated fees & charges).
- Comparison Rate Schedule.
- Risk Insurance – Financial Planning referral options.
- Privacy Policy.

PART 10 AUTHORISATION FOR CONTACT FOR ADDITIONAL SERVICES

I would like ACF Finance to arrange for a consultant to contact me in relation to:

- Personal Loans. _____ (initial) _____ (initial)
- Commercial Loans. _____ (initial) _____ (initial)

PART 11 EXECUTION BY APPLICANTS

_____	_____	____/____/____
Signature	Name	Date
_____	_____	____/____/____
Signature	Name	Date

FINANCE INFORMATION SHEET REFINANCE

Loan 1:	\$
Loan 2:	\$
Personal Loan:	\$
Credit Card:	\$
Fees:	\$
Home Improvements	\$
	\$
Total Refinance	\$

Lending Institution:		Term:	
Loan Type 1:		Loan Type 2:	
Variable Interest Rate:		Repayment:	P&I / Interest Only
Fixed / Intro Rate:		Repayment:	P&I / Interest Only

ESTIMATE OF FEES AND CHARGES

FINANCIAL INSTITUTION FEES	
Application Fee:	\$
Valuation Fee:	\$
Solicitors Fees:	\$
Stamp Duty:	\$
Registration Fee:	\$
Search Fee:	\$
Mortgage Insurance:	\$
Other:	\$
Total Fees and Charges:	\$

My/ Our ACF Consultant has provided me/us with the features and benefits of our current lender and matched them against this proposal. I/we believe that refinancing is the best solution to meet my/our needs and I/we confirm that the ACF Consultant has explained the costs and benefits.

My / Our ACF Consultant has also advised me that there may be a refund of Lenders Mortgage Insurance ("LMI") premiums under certain circumstances and that it is my/our responsibility to check with our LMI provider, if applicable

Signature

Name

Signature

Name

All figures are estimates and should only be used as a guide. Interest Rates and Fees are subject to change daily. Any additional fees and charges are the responsibility of the applicant(s). Loans are approved or declines on their merits by the specified lender and a loan approval is not guaranteed. We believe the information above to be correct, however we can give no warranty to this effect and we expressly disclaim any liability for loss or damage by any person acting upon advice contained herein. A higher rate may apply if the loan is in default. If there is a general increase in market rates this rate may correspondingly increase.

FINANCE INFORMATION SHEET REFINANCE

Loan 1:	\$
Loan 2:	\$
Personal Loan:	\$
Credit Card:	\$
Fees:	\$
Home Improvements	\$
Total Refinance	\$

Lending Institution:		Term:	
Loan Type 1:		Loan Type 2:	
Variable Interest Rate:		Repayment:	P&I / Interest Only
Fixed / Intro Rate:		Repayment:	P&I / Interest Only

ESTIMATE OF FEES AND CHARGES

FINANCIAL INSTITUTION FEES	
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Everyone insures their homes and cars, but few insure their income. Think about it. Would you miss your income more than you would miss your house or car?

Your proposed new loan will result in a change in your financial commitments and we strongly recommend that you review your insurance coverage at this time

Please consider the following circumstances:

LIFE INSURANCE

- Would your superannuation and insurance be enough to pay off your Mortgage and keep your partner comfortable for the rest of their life? YES NO
- If you were unable to work for three (3) months because of accident or illness, could you afford your mortgage repayments? YES NO
- Would you be prepared to sell assets or deplete savings to pay your Bills? YES NO

If you answered “No” to one or more of these questions and are concerned about protecting your most important asset, perhaps it’s time to review your protection insurance needs.

YES I/we would like to meet with a Financial Planner to discuss my/our personal life insurance needs.

NO I/we have declined your offer to discuss my/our personal life Insurance needs with your Financial Planner.

Client Name (1):		Client Signature (1):	
Client Name (2):		Client Signature (2):	
Contact Phone:		Consultant	Paul Gregory
Job Number:		Date:	
Email			



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Client Name (2):		Client Signature (2):	
Contact Phone:		Consultant:	Paul Gregory
Job Number:	52086	Date:	
Email			

PRIVACY POLICY

1. WHO ARE WE?

- 1.1 ACF Finance is a licensed Finance Broker acting as an agent for various lending institutions to negotiate and arrange loans of money for and on behalf of its clients.

2. YOUR PRIVACY IS IMPORTANT TO US

- 2.1 ACF cares about your privacy. We want to tell you in detail about the practices, which we have adopted to protect your privacy. We want you to feel confident about how we handle information about you. Please read this policy and contact us via phone or fax with any questions in relation to this privacy policy:

Tel: (08) 9328 8534 Fax: (08) 9227 8571

3. WHAT INFORMATION MAY ACF Finance HOLD ABOUT ME?

- 3.1 ACF may hold information about you, which is 'personal information'. Personal information includes your credit worthiness information. Personal information is information that identifies you as an individual or allows your identity to be reasonably ascertained.
- 3.2 Examples of personal information are your name, address, telephone numbers, income, employment history and credit information.
- 3.3 We do not collect sensitive information about you, for example your race, ethnic origin or religion. The personal information we collect about you is information that you consent to give us directly, or consent to allow us to enquire about (i.e. credit information).

4. WHY DOES ACF COLLECT MY PERSONAL INFORMATION AND WHAT IS IT USED FOR?

- 4.1 We only collect personal information that assists us to carry out our necessary functions, activities and services. For example, we collect your personal information for the following reasons:
- (i) To contact you;
 - (ii) To ensure that you are kept adequately informed about the progress of your application;
 - (iii) For billing and other administration purposes; and
 - (iv) To inform you about our promotional offers, finance services and the finance industry in general.
- 4.2 We keep your personal information on our database.
- 4.3 If you do not wish to hear from us in relation to our financial services and promotional offers, please tick the 'no' box on your Certificate of Appointment Form.

5. HOW DOES ACF COLLECT MY PERSONAL INFORMATION?

- 5.1 We collect your personal information when you provide it to us in a number of ways including directly from you, for example when you fill out a Certificate of Appointment Form and Annexures, lenders credit reports and through answering your questions during interview

6. HOW DOES ACF PROTECT MY PERSONAL INFORMATION?

- 6.1 We take all reasonable steps to ensure that your personal information is kept secure, is only available to authorised staff for an authorised purpose, and is kept safe from misuse, alteration and destruction.

7. DOES ACF SHARE MY PERSONAL INFORMATION WITH ANYONE ELSE?

- 7.1 ACF will not share your personal information with any other individual or organisation except where you have given your consent on a confidential basis; where it is necessary to enable ACF to provide the services you require (e.g. with our clerical assistant staff for the purpose of carrying out the ordinary operation of our business) and where we are required to under law.
- 7.2 Your personal information is collected for the primary purpose of providing you with our range of finance services, which includes the negotiation of loans of money from lending institutions.

8. CAN I ACCESS MY PERSONAL INFORMATION?

- 8.1 Generally, you may access your personal information by writing to us at:
PO Box 343, Leederville WA 6007
- 8.2 ACF will require personal presentation of appropriate identification before we will release personal information to maintain confidentiality. Under no circumstances will personal information be given to you via a telephone enquiry.
- 8.3 Where ACF does not allow access to your personal information, a full written explanation of the reasons why this decision was made will be provided to you. Any complaints that you may have regarding the handling of your privacy by ACF should be made in writing to the above address or to the Privacy Commissioner in Canberra.

9. WHAT IF I BELIEVE ACF HAS INCORRECT DETAILS REGARDING MY PERSONAL INFORMATION?

- 9.1 If you believe that we hold any details about you that are incorrect, you may write to us at the above address outlining how and why these details are incorrect. We will endeavour to update the details as soon as possible after you have provided us with the correct details.

10. HOW WILL I KNOW IF ACF CHANGES THIS PRIVACY POLICY?

- 10.1 This privacy policy is accurate as at 21 December 2001, and ACF may alter or amend it without notice. Should the privacy policy be altered or modified, the new policy will be posted prominently at our office.