



# **FINANCE STARTER PACK**

## **MICRO**

**(THIS PACK INCLUDES THE PRIVACY ACT, CREDIT GUIDE, CREDIT QUOTE AND BROKERAGE AGREEMENT)**

### **INSTRUCTIONS**

- 1. PAGE 3 – CUSTOMER(S) TO SIGN PRIVACY ACT AT POINT 6 AND BOTTOM LEFT**
- 2. PAGE 7 – INSERT CUSTOMER NAME AT TOP OF PAGE**
- 3. PAGE 8 – CUSTOMER(S) TO SIGN CREDIT QUOTE AT TOP OF PAGE**
- 4. PAGE 9 – INSERT CUSTOMER NAME & DATE & CUSTOMER(S) TO SIGN BROKERAGE AGREEMENT**

## PERSONAL AND CREDIT INFORMATION PRIVACY ACT 1988 (AS AMENDED)

### AUTHORISATION TO ACT ON BEHALF OF INDIVIDUALS AND MANAGE PERSONAL INFORMATION

I/We appoint Fox Finance Group Pty Ltd ABN 93185639920, and its associated entities, ("Fox Finance Group") and any independent contractors it has appointed to assist in providing services to me/us ("Contractors") as my/our agents to arrange, and assist in the management of, finance and/or insurance facilities as detailed in Section 5 hereof. I understand and agree that Fox Finance Group and Contractors may pay to, or receive from, third parties, fees and/or benefits in relation to this appointment and the provision of these services.

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.
- the term "associated entities" refers to (but is not limited to) any financial aggregator that Fox Finance Group has a agreement with.

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 Fox Finance Group 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 has commenced;
- Advice that payments are no longer overdue;
- Certain cheques drawn by me/us which have been dishonoured more than once;
- In specific 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 Fox Finance Group 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, an 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 credit information about me/us.

I/We agree that an Approached Credit Provider may give to and 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 Fox Finance Group 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 Fox Finance Group and Contractors to pass on the above obtained reports to such Approached Credit Providers as are appropriate, for their consideration of this application.

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

I/We acknowledge and agree that:

- a) it is necessary for Fox Finance Group and Contractors to collect personal information regarding me/us from both ourselves and other parties, to enable Fox Finance Group 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 Fox Finance Group 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, Fox Finance Group, Contractors, Approached Credit Providers and Insurers to the degree that each entity considers reasonable and necessary in considering and arranging the requested facilities.
- c) Fox Finance Group, 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) Fox Finance Group may retain the information obtained and, at its discretion, provide to me/us, from time to time information about Fox Finance Group 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 FOX FINANCE GROUP IN WRITING, AT ITS HEAD OFFICE ADDRESS OF PO BOX 582, CALOUNDRA QLD 4551.

- e) Fox Finance Group 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 if an Approached Credit Provider or Insurer has, as a result of an application on my/our behalf by Fox Finance Group or Contractors, provided facilities to me/us then that Credit Provider or Insurer is authorised to provide information to Fox Finance Group 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 on the Fox Finance Group Privacy Policy at [www.foxfinancegroup.com.au](http://www.foxfinancegroup.com.au) or by contacting Fox Finance Group at any branch or at the Head Office PO Box 582, Caloundra Qld 4551.

**5. FACILITIES SOUGHT**

Purpose: To arrange Finance and/or Insurance Facilities: Finance Amount: \_\_\_\_\_

**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 Fox Finance Group and Contractors will be relying on the integrity of same in seeking to arrange the facilities required.

Full Name	Signature	Date
	X	
	X	



**7. GUARANTOR PARTIES AGREEMENT**

I/We agree that the Approached Credit Provider may seek a credit report concerning me/us from 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 Fox Finance Group, 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 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 Fox Finance Group 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 Fox Finance Group, Contractors and/or the Approached Credit and/or Insurance Providers that has, in the opinion of Fox Finance Group or Contractors, had any influence on the decision made by the Providers.

In providing this authority, I/we acknowledge that Fox Finance Group and Contractors have no control over the personal information once it is passed to the third party, and consequently cannot 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 :**

Applicant/s to sign

Guarantor/s to sign

Applicants:

Name	Signature	Date
	X	
	X	

Guarantors:

Name	Signature	Date

## Credit Guide – Credit Contract

### Fox Finance Group Pty Ltd

ABN: 931 856 399 20 | ACL: 382952 | P O Box 582, Caloundra, Qld, 4551.

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### What is a credit guide?

A Credit Guide sets out important information about the services that we provide as a licensee broker, any fees and commission payable to us, our responsible lending obligations and our internal and external dispute resolution procedures and how you can access them.

We are required to provide this Credit Guide to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you.

### What is credit assistance?

We provide credit assistance when we:

- Suggest or assist you to apply for a particular credit contract with a particular credit provider; or
- Suggest or assist you to apply for an increase to the credit limit of a particular credit contract with a particular credit provider; or
- Suggest you remain in a particular credit contract with a particular credit provider.

### Which credit providers do we utilise when providing credit assistance?

We source credit products from a number of banks, lenders and other credit providers. At present, we can write loans with the following (and others not listed) banks, lenders and other credit providers:

- ANZ Bank
- Macquarie Bank
- Liberty
- GE Money
- Australian Premier Finance
- Last Chance Car Finance

### How will I pay for the credit assistance provided?

The actual fee depends on the extent of work we need to undertake on your behalf but will not exceed \$1100 (including GST). The actual amount will be confirmed in the credit proposal we present to you prior to your acceptance of the credit we have obtained. This fee will be payable at the time the funds are released by the credit provider. No fee is charged if you do not accept the credit proposal.

We will provide you with a credit quote containing details of our fees and any payments made to us by credit providers before we provide you with credit assistance.

### What information is required to receive credit assistance?

Before we provide you with credit assistance, we are required to complete a Preliminary Assessment. This preliminary assessment makes enquiries about:

- your requirements and objectives for seeking a credit product;
- your financial and relevant personal situation; and
- your repayment capacity.

We may also request documentation in order to verify the information contained in the preliminary assessment, such as pay slips, letter of employment and bank statements.

### **What information is kept on my credit file and can I examine my file?**

We maintain a record of your personal profile including details gathered as part of our preliminary assessment.

You are entitled to request a copy of our Preliminary Assessment, and we must give you a copy if requested. There is no charge for requesting or receiving a copy of the Preliminary Assessment:

- at any time during the first 2 years - we must provide it within 7 business days; or
- between 2 years and 7 years after it was conducted - we must provide it within 21 business days.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information.

### **Are commissions, fees or other benefits paid to Fox Finance Group by the credit provider?**

When we provide you with credit assistance, we (or our directors, employees and authorised credit representatives) receive commissions from the credit providers involved. We may receive the following commissions when we provide credit assistance to you:

- Upfront Commission.
- Additional Commission depending on the total volume of business we place with the credit provider.

We can provide, on request, a reasonable estimate of the commission, fees and benefits and how they are calculated.

### **Are commissions paid by Fox Finance Group to other parties?**

We may pay a referral fee to people or organisations that refer clients to us who receive credit assistance from Fox Finance Group. All amounts paid to the referrer are from Fox Finance Group's share of the commission and benefits. You won't pay any additional amount if we pay a referral fee. A referral fee is only paid to the referrer by Fox Finance Group on settlement of a loan. We can provide, on request, a reasonable estimate of the commission and how it is calculated.

### **What is a suitability assessment?**

By law, we must not provide you with credit assistance if the credit contract is unsuitable for you. If unsuitable, we cannot:

- Suggest or assist you to apply for a particular credit contract with a particular credit provider; or
- Suggest or assist you to apply for an increase to the credit limit of a particular credit contract with a particular credit provider, or
- Suggest that you remain in your particular credit contract with your particular credit provider.

### **When is a credit contract unsuitable?**

A credit contract will be unsuitable if:

- It is likely that you will be unable to comply with the financial obligations under the credit contract; or
- It is likely that you could only comply with the financial obligations with substantial hardship (such as having to sell your principal place of residence); or
- It is likely that the credit contract will not meet your stated requirements or objectives.

We want to ensure that the credit products you select with us are not unsuitable for your needs. Because of this, it is important that you openly and honestly discuss with us your requirements, objectives, preferences, financial situation and repayment capacity.

## **What should I do if I have a complaint about the Credit Licensee?**

If you have a complaint or concern about the service provided to you by the licensee, please contact their Complaints Resolution Manager. As part of the Internal Dispute Resolution policy they will investigate the matter and endeavour to address it as quickly as possible.

### **Complaints Resolution Manager for Fox Finance Group**

P O Box 582, Caloundra, Qld, 4551.

Ph 1300 665 906

E [info@foxfinancegroup.com.au](mailto:info@foxfinancegroup.com.au)

Our aim is to completely resolve any issues you raise. If, despite our best efforts, you believe your complaint has not been satisfactorily dealt with you can refer your complaint to an independent External Dispute Resolution Scheme. We belong to the following external, independent dispute resolution scheme, which can be contacted as follows:

### **Credit Ombudsman Service Ltd**

Case Management Team

C/- Credit Ombudsman Service

PO Box A252

SYDNEY SOUTH NSW 1235

Ph: 1800 138 422

Fax: (02) 9273 8440

Web: [www.cosl.com.au](http://www.cosl.com.au)

A copy of COSL's dispute resolution policy is available at [www.cosl.com.au](http://www.cosl.com.au) or by request to Fox Finance Group.



## Credit Quote – Credit Contract

Customer Name/s: \_\_\_\_\_

### Fox Finance Group

ABN 931 856 399 20 | ACL: 382952 | P O Box 582, Caloundra, Qld, 4551.

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### What is a credit quote?

A Credit Quote sets out important information about the credit assistance and other services that we provide as a broker.

We are required to provide this Credit Quote to you, and receive your signed acceptance, before we provide any credit assistance to you.

### What is credit assistance?

We provide credit assistance when we:

- Suggest or assist you to apply for a particular credit contract with a particular credit provider; or
- Suggest or assist you to apply for an increase to the credit limit of a particular credit contract with a particular credit provider; or
- Suggest you remain in a particular credit contract with a particular credit provider.

### What are the fees and charges for providing me with credit assistance?

You have requested that we provide you with the credit assistance and other services. The maximum fee payable to Fox Finance Group for this service is \$1100 (including GST). You may however be charged less depending on the amount of time and effort to obtain your loan. This is a one-off fee and is normally added into your loan. Please note that if your loan application is unsuccessful you will not be charged this fee.

The actual amount will be confirmed in the credit proposal we present to you prior to your acceptance of the credit we have obtained. This fee will be payable at the time the funds are released by the credit provider and is normally included in your new loan.

### Where can I find out additional information regarding this quote?

Should you have any questions about the information contained in this Credit Quote, please speak directly to our staff or contact **Dan Fox** on **1300 665 906**.

### What do I do if I am ready to receive credit assistance?

To receive credit assistance you simply need to sign below. In doing this you are acknowledging and accepting the maximum fees, charges and commission associated with us providing you with credit assistance. A fully signed copy of this quote will be returned to you for your records.

Once you have signed this quote we will conduct a preliminary assessment. This will enable us to determine if there is a suitable loan for you. If there is a suitable loan for you we will prepare a credit proposal for you to review prior to completing any transaction. The credit proposal will contain information on the finalised fees, charges and commissions payable for the credit assistance.

**If you accept these terms please sign and date the Quote where indicated and return it to Fox Finance Group by one of the following methods:**

Fax: 1300 665 990

Email: [info@foxfinancegroup.com.au](mailto:info@foxfinancegroup.com.au)

X

.....  
Signature Customer 1

.....  
Print Name 1

Date:

For and on behalf of the  
**Client / Applicant 1**

X

.....  
Signature Customer 2

.....  
Print Name 2

Date:

For and on behalf of the  
**Client / Applicant 2**

**Fox Finance Group**



.....  
Signature

Dan Fox

.....  
Print Name

Date:

For and on behalf of  
**Fox Finance Group**



## **BROKER AGREEMENT/ INVOICE**

\_\_\_\_/\_\_\_\_/201

I \_\_\_\_\_ hereby agree to Fox Finance Group Pty Ltd (FFG)(ABN 93185639920) acting as my broker and charging fees, as set out below, for assisting and arranging finance for me/us. I understand that FFG has used its years of experience in arranging loans to establish a panel of local lenders to assist customers with small loans.

I further agree and authorise that this agreement shall remain in effect for any future loans arranged through FFG, and the applicable brokerage fees will apply.

### **Brokerage Fees**

In respect of our care and consideration of your application and assisting you in presenting your application to a suitable Lender or Lenders to procure a loan facility.

**A:** Short term loans (max term 40 days) - I agree to a fee of \$35 per \$100 borrowed or part thereof.

**B:** Longer term loans (max term 18months) – I agree to the following fees:-

- \$795 brokerage fee\*

\*Generally the same amount of work is required to secure a loan approval regardless of the amount, Discounts may apply for simple applications or small loans and if all supporting documents are supplied at the time of application. If additional work is required then a higher fee may be charged but will not exceed \$1100.

In any event, should the brokerage fee be financed by the lender, the applicable brokerage fee shall be noted on the lenders loan contract.

\*\*\*All fees are GST inclusive.

### **Broker fee Payment options:** (Sign name at option that applies)

1. I will pay the broker fees in cash at the time of application.

I choose option 1 ( \_\_\_\_\_ )  
Signed.

2. Please have the financier add the broker fee into the total of my loan and pay the broker on my behalf.

I choose option 2 ( \_\_\_\_\_ )  
Signed.

I acknowledge that Fox Finance Group Pty Ltd may also from time to time receive and pay commissions to or from the financier for whatever reason.

Signed \_\_\_\_\_ Witness \_\_\_\_\_

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