

# **Branded Financial Services Pty Limited**

## **Privacy Disclosure Statement and Consent**

### **Overview**

**Branded Financial Services Pty Ltd**, ABN 27 004 013 334 ('we', 'us', 'our') collects information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent ('Consent'). When you sign below, you agree we can, consistently with Australia's privacy and credit reporting laws, collect, use and exchange credit and personal information about you for those purposes.

### **Privacy Disclosure Statement and Consent**

We are collecting credit and personal information (information) about you, as applicable:

- To provide you, or a company of which you are a director, with:
  - Consumer credit for personal, household, domestic or residential investment purposes; or
  - Commercial credit for business purposes; or
  - Other services stated in this Consent; or
- In relation to a guarantee you will provide.

We require the information we collect from you, or your broker or dealer on your behalf, to confirm your identity and to assess your credit or guarantor application or the credit application of a company of which you are a director, source any required insurances and to manage any credit contract that results. If you do not provide the information sought we may be unable to process your application, or the company's application, or we may be limited in the other services we can offer you or the company.

### **Your information – Collection and Credit Reporting Body Disclosures**

When we collect information from you in the credit application process, we use that information in a number of ways to assess your credit application and to manage any credit contract that results. We may:

- Disclose your information to Equifax Australia Information Services & Solutions Pty Limited, a credit reporting body (CRB)
- Use information the CRB provides to assist us assess your credit or guarantor application
- Disclose your credit information to your broker or dealer to assist in the application process
- Provide the CRB with your repayment history
- Notify the CRB of any overdue payments, provided they are more than 60 days overdue, we have attempted to collect the payment and we have notified you of our intention to do so
- Notify the CRB of a serious credit infringement if we have reasonable grounds to believe your fraudulently obtained, or attempted to obtain, credit from us or that you have shown an intention to evade your obligations under the contract with us
  - We will only do this if we have not been able to contact you over a 6-month period
- Ask the CRB to assess your eligibility to receive direct marketing material from us

The CRB may include your information in reports to other credit providers to assist them in assessing your credit worthiness.

The information we obtain from you is used, subject to compliance with Australia's privacy and credit reporting laws, only for the purposes listed in this Consent and is not disclosed to any other person except with your permission or as permitted, or required, by law.

### **Your rights**

You have the right to ask:

- us to provide you with all the information we hold about you
- us to correct the information we hold if it is incorrect
- us for copies of our privacy policy and this document, in a form that suits you (e.g. hardcopy or email)
- the CRB not to use your information for direct marketing assessment purposes, including pre-screening
- the CRB not to use, or disclose, your information if you have reasonable grounds to believe you have, or will be, a fraud victim
- the CRB to provide you with a copy of the information it holds about you

You can gain access to the information we hold about you by contacting our Privacy Officer by telephone on 1300 549 166 or email at [complaints@brandedfinancial.com](mailto:complaints@brandedfinancial.com). In some cases, an administration fee may be charged to cover the cost of providing the information.

Our Privacy Policy is available on our website at [www.brandedfinancial.com.au](http://www.brandedfinancial.com.au) or we will provide you with a copy if you ask us.

You can contact Equifax Australia Information Services & Solutions Ltd through their website [www.equifax.com.au/understanding-your-credit-file](http://www.equifax.com.au/understanding-your-credit-file) and by completing their online form.

### **Disclosure and Consent**

By signing below, you agree we may:

- Use your personal and credit information:
  - To assess your consumer or commercial credit and/or guarantee application and/or to assess a credit application by a company of which you are a director
  - To manage or better service your, or the company's, account and any future needs
  - To assist you to manage your debts or the company's debts or collect any amounts you or the company owes
  - As the law authorises or requires;
- Obtain from, and disclose to, any third party, including your broker or dealer, information about you, the applicant(s) or guarantor(s) that is reasonably necessary to assess, arrange, provide or administer your credit application or guarantee and any insurance requirements;
- Provide credit information about you to a guarantor, or prospective guarantor;
- Provide you, or the company of which you are a director, with offers or information of other goods or services we, or any of our associated entities, may be able to provide to you or the company, unless you tell us not to;
- Disclose your personal and/or credit information to our service providers and advisors so they can perform their services for us, such as IT, our funding arrangements, debt collection, legal, accounting, auditing. We disclose your information only to the extent necessary for those services, requiring the information to be handled consistent with privacy laws and our privacy policy; and
- Disclose your personal information to any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us, or the contract with us of a company of which you are a director.

You also agree that we may, as appropriate:

- Where you are a consumer credit applicant, notify a CRB you as an individual (not as a director of a company) have applied for credit with us, the amount of the credit required, the contract details, including the amount financed, your status under the contract (borrower / co-borrower / guarantor) and commencement and termination dates;
- Provide your identification details to the CRB and to check those details with a document issuer or official record holder via third party systems to confirm your identity;
- Exchange your information with the CRB, any credit provider named in your credit report or in your application and with any introducer assisting you with the application;

- Obtain information about your consumer credit or commercial activities, or commercial credit worthiness, where relevant, from a CRB;
- Disclose information about you to a guarantor, or a prospective guarantor; and
- When you are a prospective guarantor, obtain a credit report about you to assess whether to accept you as a guarantor.

You also agree and consent to, as appropriate:

- A CRB disclosing consumer credit information to us for considering your consumer or commercial credit or guarantor application, and/or assessment of a credit application by a company of which you are a director
- Another credit provider, disclosing to us for a particular purpose, information it holds about you

Where the applicant, or guarantor, is a company of which you are a director, you specifically acknowledge and agree you consent to the use of your information, in addition to the company's information, in each of the ways listed above

**Your consent to electronic communications**

By signing below, you consent to us giving you documents by electronic communication such as email. If you give your consent, paper documents may no longer be given, electronic communications must be regularly checked for documents, and your consent may be withdrawn at any time.

*(Consumers, Sole traders and Partnerships Only)*

Signature	.....	Date	.....
Name	«individual_or_company_name»		

Signature	.....	Date	.....
Name	«individual_or_company_name»		