



## PRIVACY CONSENT FORM and CREDIT GUIDE

This Credit Guide provides you with the key information that you need to know to make an informed and confident choice when engaging our products and services.

This Credit Guide summarises our goals and standards, offerings, fees, and commissions. Please ask if you need more information or clarification.

This Credit Guide has been generated by:

<b>Organisation</b>	LOCAL CAR LOANS		
<b>Address</b>	PO Box 353	<b>Phone:</b>	1300 30 80 90
	Redlynch QLD 4870	<b>Fax:</b>	07 3077 7259
<b>Email Address</b>	<a href="mailto:info@localcarloans.com.au">info@localcarloans.com.au</a>	<b>Mobile:</b>	0403 315 618
<b>Australian Credit Licence</b>	TYDEN FINANCE PTY LTD (ACL# 381416)		

### **Overview**

We hold the necessary finance broking experience and qualifications in accordance with the National Consumer Credit Protection Act, 2009. We are therefore required to meet specific competency standards relating to educational and professional development. You can be confident that we are held accountable to not only our organisations high ethical standards and values, but also have a responsibility to maintain the regulatory standards that are set by both Commonwealth and State governments.

Our mission is to ensure we offer our applicants the best service and most appropriate products through our professionalism and attention to detail. Ultimately, our goal is to ensure applicants are provided with a loan that meets their objectives.

We guarantee to listen to your needs and your instructions, ensuring that there is collaborative agreement through each step of the finance application process.

Our relationships and alliances with likeminded quality organisations ensure we are positioned to offer the best quality service as well as offering complementary financial services where appropriate.

## Suitability of Loans to your Financial Objectives

By law, before entering into a specific credit contract, we are obliged to conduct a Preliminary Credit Assessment to determine what kind of loans would be suitable for you. In consultation with you, we will find out and discuss with you your financial situation, financial objectives and borrowing needs before we determine which loan product may suit your situation / requirements.

For the purposes of the Preliminary Credit Assessment, we will need to ask you some questions in order to assess whether the loan or lease is not unsuitable. The law requires us to:

- make reasonable inquiries about your requirements and objectives;
- make reasonable inquiries about your financial situation;
- take reasonable steps to verify your financial situation.

The assessment will be conducted prior to recommendation of a particular product. The assessment will involve collection and verification of financial information to determine the appropriate loan amount and the loan costs associated with entering a credit contract. This will ensure that your circumstances will be assessed appropriately and that the options suggested will not place you in financial hardship. Once completed, this Preliminary Credit Assessment is only valid for 90 days. A copy of the Preliminary Credit Assessment will be available to you, on request; this will be available up to 7 years after we provide you with credit assistance.

Prior to the Preliminary Credit Assessment being conducted, we may provide you with Product summaries that highlight various key features and benefits of the product. We may also provide you with Product Comparison documents that allow you to compare the features and benefits of each product and assess the suitability to your requirements.

## Lender and Products

<b>Lenders available</b>	We aim to provide you with information from a range of lenders and products / loans. Once you have chosen a loan that is suitable for you, we will help you obtain an approval.
<b>Commonly used lenders</b>	The list below documents the 6 most commonly used Lenders by the licensee. This does not necessarily reflect all the financial institutions that the licensee is able to conduct business through.
	However, if less than 6 lenders are displayed below, this is a summary of the lenders that the licensee is able to utilise for loan submission purposes
	<b>Financial Institutions</b> 1. Esanda 2. GE Money 3. Macquarie 4. Liberty Financial 5. NAB 6. ANZ

## **CREDIT QUOTE - Fees, Charges, Commission and Disclosures**

Fees payable by you to third parties	When the credit application (loan) is submitted, you may need to pay the lender's application fee, valuation fees, or other fees that are associated with the loan application process, even if the loan is ultimately unsuccessful. These fees are normally included in the financed amount.
Fees payable by you to the Licensee	If the Licensee is successful in obtaining the finance you require, you must pay the Licensees' fee for their services, the maximum amount of the service fee will be \$990 inc GST. This amount may be included in the financed amount and paid on settlement to the Licensee or you may wish to pay this separately.
Payments received by the Licensee	<p>Please take notice that the licensee may receive fees, commissions, or financial rewards from Lenders or Lessors in connection with any finance we arrange for you. These fees are not payable by you.</p> <p>The commission / brokerage will vary depending on but not limited to; the amount of the finance, the product provided and which Credit Provider is used. You may obtain from us, information about a reasonable estimate of those commissions and how the commission is worked out.</p>
Fees payable by the Licensee to third parties	<p>We may pay fees to call centre companies, real estate agents, accountants, or lawyers and others for referring you to us. These referral fees are generally small amounts in accordance with usual business practice.</p> <p>These are not fees payable by you. On request you can obtain a reasonable estimate of the amount of the fee and how it is worked out.</p> <p>From time to time, we may also remunerate other parties through payments, rewards or benefits.</p>
Bonus and Incentive arrangements with the Licensee	<p>AFG Ltd and AFG members may receive additional remuneration in the form of bonuses. AFG Ltd have bonus arrangements in place with ANZ, CBA and Westpac. Bonus remuneration is based on various parameters including loan submission quality, loan conversion ratios, loan portfolio growth and loan volume. Those financiers may pay additional commission directly or indirectly depending on whether AFG Ltd (through its member base) meets the financiers bonus parameters.</p> <p>As part of my membership with AFG Ltd, I am automatically a participant in AFG's recognition and reward program where lodgement and settlement volumes may contribute towards a reward or benefit. Eg: If I meet loan volume hurdles with any financier on the AFG lender panel (including AFG Home Loans), I may be eligible to participate in an overseas conference.</p>
Other disclosures, benefits or interests	N/A

## Complaints

Irrespective of our status as a licensee, representative or credit representative, our reputation is built on matching the appropriate product(s) to the individual's requirements. We go to great lengths to ensure satisfaction with our services and offerings. However, there may be instances from time to time, where applicants may be dissatisfied with the outcomes of our consultation process. If you have a complaint about the service that we provide, the following steps or avenues for resolution are available to you.

### **Step 1**

Most complaints arise from miscommunication and can usually be fixed quickly. So, please contact Tyden Finance first and tell them about your concerns.

### **Step 2**

If the issue is not satisfactorily resolved within 5 working days by talking with Tyden Finance, we will apply our internal complaints process to manage your complaint appropriately. In this instance, the complaint will be internally escalated to our Complaints Officer. You may also contact the Complaints Officer directly.

### **Complaints Officer**

Name: Joshua Bollman

Phone: 0403 315 618

Email: [jbollman@tydenfinance.com.au](mailto:jbollman@tydenfinance.com.au)

Address: PO Box 353, Redlynch QLD 4870

**Note:** In some instances your broker may also be fulfilling the role of the Complaints Officer. This will not affect the capacity to have your complaint dealt with appropriately.

By using our Internal Dispute Resolution (IDR) process we hope to assist you to resolve your complaint quickly and fairly. The maximum timeframe in which to provide a written response to you is 45 days, although in pursuit of best practice and the reputation of our organisation, we aim to resolve these issues in a much shorter time frame.

### **Step 3**

Although we try hard to resolve a customer's concern in the most considerate and direct manner, if you are not completely satisfied after the above steps have been attempted, you still have other avenues available to resolve the dispute. This is then managed externally and independently.

This external dispute resolution (EDR) process is available to you, at no cost. Our EDR scheme is listed below. This indicates that the Credit Representative and their authorising Licensee are both required to be members (independently) of an ASIC approved EDR scheme.

#### **EDR (Licensee)**

Name: FINANCIAL OMBUDSMAN SERVICE

Phone: 1300 780 808

Address: GPO Box 3

Melbourne VIC 3001

# PRIVACY ACT AUTHORISATION & CONSENT FORM

## Authorisation to act on behalf of Individuals

In accordance with the Commonwealth Privacy Act 1988 & NCCP 2009, parties to a finance application should complete and give this authorisation to the broker/financier named below.

Introducer: Tyden Finance Pty Ltd t/as **LOCAL CAR LOANS** (ABN 64 510 580 400), PO Box 353, Redlynch QLD 4870 and its associated entities including but not limited to any employees or independent contractors that Tyden Finance Pty Ltd has appointed to assist in providing services to you as your agent to arrange and assist in the management of finance and/or insurance facilities as detailed below.

### 1. Acknowledgement of Disclosure of Credit Information to a Credit Reporting Agency

I/We acknowledge that Section 18E of the Privacy Act allows a Credit Provider which the above named Introducer may approach in arranging my/our finance (hereinafter the Approached Credit Provider), to give a Credit Reporting Agency certain personal information about my/our application for finance.

The information which may be given to or received by an agency is covered by Section 18E 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 above named 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
- Advise that payments are no longer overdue
- Cheques drawn by me/us which have been dishonoured more than once
- That finance provided to me/us by the above named Credit Provider has been paid or otherwise discharged
- In specified circumstances, that in the opinion of the above named Credit Provider, I/we have committed a serious credit infringement
- By virtue of this declaration, I/we understand that the above named introducer has 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 by Applicant/Customer for 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, the 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 or vice versa.

I/We agree that the 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 a 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 my/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

I/We also authorise the above named introducer to pass on the obtained reports to such Credit Providers as are appropriate, for their consideration of the application for finance.

I/We also authorise the above named introducer to give to and receive from such parties as are necessary to the arranging of the finance or insurance, such personal information about me/us which is necessary to such arrangement of the service including but not limited to Credit Providers, Brokers, Guarantors, Employers, Landlords and Accountants. I/We acknowledge that if we do not provide this information, Tyden Finance Pty Ltd and its associates and the Approached Credit Providers may not be able to process the application for finance or insurance.

### 4. Collection and Management of Personal Information

I/We acknowledge and agree that:

- a) during the course of assessing the application for finance or insurance, the Approached Credit Provider will collect, record and securely store personal information about me/us; and
- b) some of the personal information collected may be obtained from third parties including Credit Reporting Agencies, other Credit Providers, trade suppliers and public records; and
- c) Tyden Finance Pty Ltd and its associates may retain this information and at its sole discretion, provide to you information regarding Tyden Finance's products and services. This information may be provided by electronic media (email), fax, post or telephone. (If you do not wish to receive this information, you may cancel this clause by notifying Tyden Finance in writing at any time).
- d) information about the identity, location and contact particulars of the Approached Credit Provider can be obtained from the above named Introducer
- e) except in limited circumstances, I/we are able to access details of the personal information the Approached Credit Provider holds about me/us by sending a request in writing, either to the above named Introducer or directly to the Approached Credit Provider.
- f) the information is being collected primarily so that the Approached Credit Provider can consider the finance or insurance application; and
- g) without the information sought being collected, an Approached Credit Provider will be unable to process the application for finance or insurance; and

- h) subject to the provisions of the Privacy Act, some of the personal information collected by the Approached Credit Provider may be disclosed to other parties but only so that the Approached Credit Provider can process the application for finance. Disclosure to outside parties may also be made if it is required or authorised by law. The types of organisations to whom information might be disclosed include but are not limited to:
  - (i) a Credit Reporting Agency;
  - (ii) other Credit Providers;
  - (iii) a supplier(s) and/or insurer of the goods or security which are the subject of the finance application; and
  - (iv) a solicitor, accountant or valuer engaged by the Approached Credit Provider to act on its behalf.
- i) the appointment provided by this document is an ongoing one and if an Approached Credit Provider or Insurer has provided facilities as a result of this application, you authorise Tyden Finance to obtain information from the Approached Credit Provider or Insurer regarding the conduct of the facility.
- j) I/We may obtain access to the Personal Information held by Tyden Finance by written request to its head office address listed above or PO Box 353, Redlynch QLD 4870.

**AFG Privacy Consent**

I/we consent to you using personal information about me/us for the purpose of arranging or providing credit, insuring credit, and for direct marketing of products and services offered by you or any organisation you are affiliated with or represent.

The information provided by me/us will be held by you. I/we can gain access to the information by contacting you.

I/we have the right to request not to receive direct marketing material.

You may disclose personal information about me/us as required by law, or to organisations involved in providing credit to me/us, any of your associates or contractors, (including, for example, stationery printing houses, mail houses, lawyers, accountants), or people considering acquiring or taking an interest in your business or assets, these organisations may be located overseas.

I/We acknowledge that I/We have read and fully understand the contents of this document. I/We also warrant that the information provided by me/us is true and correct and understand that Tyden Finance and its associates are relying on the integrity and accuracy of this information in seeking to arrange the following facilities.


**Things you should know**

We don't make any promises about the value of any goods you finance with us or its future prospects. You should always rely on your own enquiries.

We don't provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.

You may be provided with general financial product advice which does not take into account your personal circumstances, needs or financial objectives. Accordingly, please consider the appropriateness of any such advice in light of your circumstances, needs or objectives.

By signing this document or accepting electronically on-line, I/We confirm that I/We have been provided with a copy of this Credit Guide, Privacy Consent Form & Credit Quote and have been given the opportunity to seek independent legal advice and/or am/are happy with the information provided to me/us to enable me/us to make an informed decision whether to engage the services of Tyden Finance Pty Ltd.

<b>5. Details of Application</b>	Member of:
Full Name of Applicant 1 .....	
Signature 1 .....	
Full Name of Applicant 2 .....	
Signature 2 .....	
Date .....	