

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

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

I/We appoint Adelaide Lending Services Pty Ltd ACN 146 219 516, trading as, Adelaide Lending Services 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 Adelaide Lending Services 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.

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 Adelaide Lending Services 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 Adelaide Lending Services 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 I 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 Adelaide Lending Services 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 Adelaide Lending Services 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 Adelaide Lending Services and Contractors to collect personal information regarding me/us from both ourselves and other parties, to enable Adelaide Lending Services 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 Adelaide Lending Services 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, Adelaide Lending Services, Contractors, Approached Credit Providers and Insurers to the degree that each entity considers reasonable and necessary in considering and arranging the requested facilities.
- c) Adelaide Lending Services, 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) Adelaide Lending Services may retain the information obtained and, at its discretion, provide to me/us, from time to time information about Adelaide Lending Services 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 ADELAIDE LENDING SERVICES IN WRITING, AT ITS HEAD OFFICE ADDRESS OF PO BOX 7094 HUTT STREET ADELAIDE SA 5000.

e) Adelaide Lending Services 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 Adelaide Lending Services or Contractors, provided facilities to me/us then that Credit Provider or Insurer is authorised to provide information to Adelaide Lending Services 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 Adelaide Lending Services Privacy Policy, by contacting Adelaide Lending Services at its office or PO Box 7094, Hutt Street Adelaide SA 5000.

**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 Adelaide Lending Services and Contractors will be relying on the integrity of same in seeking to arrange the facilities required.

Applicant/s Full Name/s	Signature/s	Date	Applicant/s
			to
			sign

**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 Adelaide Lending Services, 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.

**Benefits**

Guarantor's Agreement.

Guarantor/s Full Name/s	Signature/s	Date	Guarantor/s
			to
			sign

**8. 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 Adelaide Lending Services 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 Adelaide Lending Services, Contractors and/or the Approached Credit and/or Insurance Providers that has, in the opinion of Adelaide Lending Services or Contractors, had any influence on the decision made by the Providers.

In providing this authority, I/we acknowledge that Adelaide Lending Services 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:**

Applicant/s Full Name/s	Signature/s	Date	Applicant/s
			to
			sign