



CREDIT GUIDE & PRIVACY STATEMENT

Updated October 2024

About Us (“We, Us, Our”):

Licensee	Flinders Finance (WA) Pty Ltd (“licensee”) Australian Credit Licence Number 376039 Director: Charles Douglas Aplin Address: Level 2, 179 St Georges Terrace PERTH WA 6000 Tel: (08) 9483 0755 Website: www.flindersfinancial.com.au
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This document provides you with information relating to our activities and those of our credit representatives. It contains information about various fees and charges that may be payable by you to us, as well as about certain commissions we may receive from a licensee when we are acting as a credit representative, or we pay to certain third parties. It also contains information about what you should do if you have a complaint or dispute in connection with our services as a credit representative.

Your Best interests

Our broker’s priority is to you, their customer. We require our brokers place your finance needs above those of anyone else.

Our brokers are required to be transparent about products, your options, applicable fees, and charges as well as any conflicts of interest. They will communicate in simple to understand language and act with the highest standards of integrity. They are committed to ensuring the product selected will meet your needs, requirements and be in your best interests at the time of assisting you obtaining finance.

Credit Guide

This Credit Guide contains important information about us, the services we provide and the activities of the credit representative operating under our credit licence. It also contains:

- information about fees and charges that may be payable by you to us;
- commissions that we may receive when we are acting as a credit representative;
- commissions that we may pay to third parties for the introduction of business; and
- information about what you should do if you have a complaint or dispute regarding our services and activities.

We give you credit assistance when:

- we assist you to apply for a particular loan or lease;
- we suggest you apply for a particular loan or lease (or suggest you apply for an increase to an existing loan); or
- we suggest you remain in your current loan or lease.

The Assessment we need to do before giving you Credit Assistance

Before we provide credit assistance to you, we assess whether the particular loan or lease is suitable for you.

To do this, we need to make reasonable inquiries and verify that:

- the loan or lease or increase will meet your requirements and objectives; and
- you can meet the proposed repayments.

We won't be able to give you credit assistance if our assessment shows that:

- you won't be able to meet the proposed repayments without substantial hardship; or
- the loan or lease won't meet your requirements or objectives.

We are also required to take reasonable steps to verify information provided by you to us.

This verification may include:

- requesting you for copies of documents that demonstrate your financial situation - in some cases we may also need to sight original documents, and
- contacting third parties to assist in verifying the information that you provide.

OBTAINING A COPY OF THE ASSESSMENT

If we provide you with credit assistance, you can ask us for a copy of our assessment any time up to 7 years after we provide you with a credit assistance quote. To request a copy please contact us. We will provide you with a copy:

Your request is made:	We will give you your assessment:
Before the Credit Day*	As soon as possible after we receive your request
Up to 2 years after the Credit Day	Within 7 business days after we receive your request
Between 2 to 7 years after the Credit Day	Within 21 business days after we receive your request

*The Credit Day is the date the credit contract (i.e. the loan) is settled or the loan amount is increased.

There is no charge for requesting or receiving a copy of the Assessment.

INFORMATION ABOUT THE LICENSEE

We are authorised to engage in credit activities including providing credit assistance on its behalf.

Subject to meeting credit criteria, we are able to assist you to obtain loans and leases for you from a broad range of lenders and lessors through our Broker Group.

The following are the Top 4 residential lenders and % of business written in the previous financial year:

National Australia Bank	39.65%
Commonwealth Bank	39.09%
UBank	11.74%
Bluestone	9.52%

The following is a list of all the lenders with which I have accreditation:

Residential Lender	Lenders I am accredited for
Adelaide Bank	<input checked="" type="checkbox"/>
AMP	<input checked="" type="checkbox"/>
ANZ	<input checked="" type="checkbox"/>
BankWest	<input checked="" type="checkbox"/>
Beyond Bank	<input checked="" type="checkbox"/>
Bluestone	<input checked="" type="checkbox"/>
Citibank	<input checked="" type="checkbox"/>
Commonwealth Bank	<input checked="" type="checkbox"/>
Connective Elevate	<input checked="" type="checkbox"/>
FirstMac	<input checked="" type="checkbox"/>
Go Beyond	<input checked="" type="checkbox"/>
Go Flexi	<input checked="" type="checkbox"/>
Homeloans Ltd	
ING	<input checked="" type="checkbox"/>
LaTrobe Financial	<input checked="" type="checkbox"/>
Liberty Financial	<input checked="" type="checkbox"/>
Macquarie Bank	<input checked="" type="checkbox"/>
ME Bank	<input checked="" type="checkbox"/>
NAB	<input checked="" type="checkbox"/>
P&N Bank	<input checked="" type="checkbox"/>
Pepper Money	<input checked="" type="checkbox"/>
Resimac	<input checked="" type="checkbox"/>
St George	<input checked="" type="checkbox"/>
Suncorp	<input checked="" type="checkbox"/>
Ubank	
Virgin Money	<input checked="" type="checkbox"/>
Westpac	<input checked="" type="checkbox"/>

Ownership

We obtain mortgage aggregation services from the Broker Group. The Broker Group provides services at arm's-length to our business which include IT systems, loan information and lodgement systems, training and development, commission processing, conferences and professional development events, and assistance with regulatory and compliance obligations. In consideration of the services the Broker Group gives us, we pay fees to the Broker Group or the Broker Group retains some of the commission panel lenders pay on loans we arrange. We have access to Broker Group panel of lenders including Broker Group branded products.

Fees & Charges

FEES PAYABLE FOR THE PROVISION OF CREDIT ASSISTANCE

We may charge a fee for providing credit assistance. More detail about those fees will be set out in a quote we will give to you before we provide you with credit assistance.

FEES PAYABLE IN RELATION TO ACTING AS A CREDIT REPRESENTATIVE

We may receive remuneration from the Broker Group or from a principal with whom we contract.

OTHER FEES AND CHARGES

You may have to pay other fees and charges (such as an application fees, valuation fees and other fees) to the lender, lessor or other parties. You should review the disclosure documents and your loan contract or lease for further details of any such fees and charges.

Commissions

COMMISSIONS WE RECEIVE FROM OUR LICENSEE

The Broker Group receives commissions from lenders and lessors and pays us commission in relation to loan contracts or leases for which we provide credit assistance. The total amount of commission we may receive in relation to your loan or lease may vary depending on the lender or lessor, the term, the features, the amount of the loan or lease you ultimately choose and the amount and timing of the repayments that you make.

UPFRONT AND TRAIL COMMISSION

Upfront commission payable by lenders in relation to home loans and investment property loans is calculated as a percentage of the loan amount and is generally in the range of 0.2% and 1% of the loan amount. It is usually paid after settlement of the loan.

Trail commission payable by lenders in relation to home loans and investment property loans is generally calculated regularly (monthly, quarterly, bi-monthly or annually) on the outstanding loan balance and is paid in arrears. The trail commission payable by lenders is generally in the range of 0.15% per annum and 0.3% per annum of the outstanding loan amount.

Trail commission is payable by lenders in relation to settled (drawn-down) loans. It is calculated monthly on the outstanding loan balance and is paid in arrears.

The upfront and trail commissions that we are paid by lenders are not payable by you. Details of commission to be received will be included in the Summary of Requirements and Credit Proposal document that we will provide you with when credit assistance is provided.

From time to time, we may receive a non-commission benefit by way of training, professional development, entertainment, gift, conference attendance, sponsorship, or entry into a competition run by a lender or our aggregator, at no extra cost to you. The nature of such arrangements are temporary, and the occurrence and amounts are often not readily ascertainable, however if they are apparent as a result of assisting you with credit assistance, this will be disclosed to you.

You can request information from us about the fees that we are likely to receive, how those fees are calculated, and our reasonable estimate of the fees or commissions that will be payable.

Other people we deal with

OUR AGGREGATOR

We have approval to utilise lenders and their loan products through the services of our aggregator Connective Broker Services Pty Ltd ABN 77 161 731 111, Credit Representative 437202 authorised under Australian Credit Licence 389328. The aggregator charges us a fee depending on our contract arrangements, consisting of:

- a share of commission that is paid by the particular lender;
- a membership fee for our business;
- a monthly fee for each of our accredited loan writers.

Commissions paid by Connective's lender panel are transparent and do not influence the broker or consumer choice. Connective is committed to quality consumer outcomes in all circumstances.

REFERRERS AND REFERRAL FEES

If a third party has introduced you to us or referred you to us, we may pay them a commission or a fee. More detail about those payments will be set out in the credit proposal disclosure, which forms part of the Statement of Credit Assistance document, which we will give to you before we provide you with credit assistance.

We may obtain referrals from a range of sources, including real estate agents, accountants, financial planners or other people.

Further information about referral commissions, including our reasonable estimate of the amount of any commission payable and how it is calculated is available from us on request and will be included in the credit proposal disclosure, which forms part of the Summary of Requirements and Credit Proposal, which we will supply to you when we provide you with our credit assistance.

Disputes or Complaints

WHAT TO DO IF YOU HAVE A DISPUTE OR COMPLAINT?

We are committed to providing our clients with the best possible service. If at any time we have not met our obligations – or you have a complaint about any of our services – please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

HOW TO MAKE A COMPLAINT AND THE COMPLAINTS PROCESS?

If you have a complaint, we request you follow these steps:

1. If your complaint is about your loan, in the first instance please contact your lender or credit assistance provider.
2. If your complaint has not been resolved to your satisfaction within 5 business days or if your complaint is about the services we provided to you, please contact the Licensee as listed in the table on the first page.

THIRD PARTY PRODUCTS OR SERVICES

If your complaint relates to a product or service acquired through a third party (for example, a lender) we may ask you to contact the relevant third party. They will deal with your complaint under their complaints resolution process.

If you are not satisfied with the resolution of your complaint by the third party under their complaints resolution process, you are entitled to have your dispute considered by their External Dispute Resolution Scheme. Please contact the third party for further details.

KEEPING YOU INFORMED

Our Complaints Officer will acknowledge receipt of your complaint within 1 business day. If unable to resolve the complaint/dispute to your satisfaction within 5 business days, they will write to you advising the procedures we will follow in investigating and handling your complaint.

Within 30 calendar days from the date you lodged the complaint with us, we will write to you advising you the outcome of the investigation and the reason/s for our decision, or if required, we will inform you if more time is needed to complete the investigation.

STILL NOT SATISFIED?

If you do not think we have resolved your complaint to your satisfaction, you may take the matter – free of charge – to the relevant External Disputes Resolution Scheme (provided it is within the scheme's terms of reference) as detailed below. You may also refer the matter to the relevant External Disputes Resolution Scheme at any time, but if our internal process is still in progress, they may request that our internal processes be complete before considering the matter further.

Our external dispute resolution service provider is the Australian Financial Complaints Authority (AFCA), which can be contacted via:

- Online: www.afca.org.au
- Email: info@afca.org.au
- Phone: 1800 931 678
- Mail: GPO Box 3 Melbourne VIC 3001

Other Disclosures

BROKER BENEFITS DISCLOSURES

In line with industry reforms, I am required to keep a register of benefits received from any lenders or aggregators to the value of \$100 or more which is kept current (over a rolling 12 month period and housed for 3 years). In the interest of transparency and good customer outcomes, an applicant may request a copy of this register to ensure there are no lender conflicts.

TIERED SERVICING DISCLOSURES

We have access to service programs available from some residential home loan providers. We access these services based on a number of measures. These programs promote preferential services to a customer and do not entitle us to additional payments or commissions or to preferential customer discounts.

PRIVACY STATEMENT

We need to collect personal information about you to provide you with our broking & related services. This privacy statement tells you how we collect your information, what we use the information for and who we share the information with. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

HOW INFORMATION IS COLLECTED FROM YOU

We will collect your information from you directly whenever we can, like from enquiries we make of you when you seek credit assistance from us. We may verify that information from sources referred to in the responses to those enquiries or in this privacy statement.

HOW INFORMATION IS COLLECTED FROM OTHER SOURCES

Sometimes we will collect information about you from other sources as the Privacy Act 1988 permits. We will do this only if it's reasonably necessary to do so, for example, where:

- We collect information from third parties about a loan or lease in relation to which you seek our services;
- We can't get hold of you and we rely on public information (for example, from public registers or social media) or made available by third parties to update your contact details; or
- We exchange information with your legal or financial advisers or other representatives.

WHEN THE LAW AUTHORISES OR REQUIRES COLLECTION OF INFORMATION

Some law may require us to collect personal information about you. For example, we may require your information to verify your identity under Australian Anti-Money Laundering law.

HOW YOUR INFORMATION MAY BE USED

We may use your information for purposes including:

- Giving you credit assistance;
- Giving you information about loan products or related services including help, guidance and advice;
- Considering whether you are eligible for a loan or lease or any related service you requested including identifying or verifying you or your authority to act on behalf of a customer;
- Assisting you to prepare an application for a lease or a loan;
- Administering services we provide, for example, to answer requests or deal with complaints;
- Administering payments we receive, or any payments we make, relating to your loan or lease;
- Telling you about other products or services we make available and that may be of interest to you, unless you tell us not to;
- Telling you about other suppliers, with whom we have arrangements, that supply goods or services that may be of interest to you;
- Identifying opportunities to improve our service to you and improving our service to you;
- Allowing us to run our business efficiently and perform general administrative tasks;
- Preventing or investigating any fraud or crime or any suspected fraud or crime;
- As required by law, regulation or codes binding us; and

- Any purpose to which you have consented.

You can let us know at any time if you no longer wish to receive direct marketing offers from us. We will process your request as soon as practicable.

WHAT HAPPENS IF YOU DON'T PROVIDE INFORMATION?

If you don't provide your information to us, it may not be possible to:

- Assist in finding a loan or lease relevant to your circumstances;
- Verify your identity or protect against fraud; or
- Let you know about products or services that might be suitable for your financial needs.

SHARING YOUR INFORMATION

General

We may use and share your information with other organisations for any purpose described above.

Sharing with your representatives and referees

We may share your information with:

- your representative or any person acting on your behalf (for example, lawyers, settlement agents, accountants or real estate agents); and
- your referees, like your employer, to confirm details about you.

Sharing with third parties

We may share your information with third parties in relation to services we provide to you or goods or services in which we reasonably consider you may be interested. Those third parties may include:

- The Broker Group through whom we submit loan or lease applications to lenders or lessors on the Broker Group's panel. You can access the Broker Group's privacy notice at <https://www.connective.com.au/privacy-policy>

It sets out how that Broker Group manages your personal information and where you can find its privacy policy;

- Referrers that referred your business to us;
- Financial services suppliers with whom we have arrangements;
- Valuers;
- Lenders, lessors, lender's mortgage insurers and other loan or lease intermediaries;
- Organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other misconduct;
- Government or regulatory bodies as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities;
- Guarantors and prospective guarantors of your loan or lease;
- Service providers, agents, contractors and advisers that assist us to conduct our business for purposes including, without limitation, storing or analysing information;
- Any organisation that wishes to take an interest in our business or assets; and
- Any third party to which you consent to us sharing your information.

Sharing outside of Australia

We may use overseas organisations to help conduct our business. As a result, we may need to share some of your information (including credit information) with such organisations outside Australia. The countries in which those organisations are located are:

- India
- Nepal
- Philippines

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

HOW WE PROTECT YOUR INFORMATION

We take all reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or exposure. All Connective staff are required by the terms of their employment to maintain the confidentiality of customer information. Access to your information is restricted to those employees whose job requires that information. Access to our premises and computer systems is restricted through locks, password protection, internet firewalls and routers.

We will take reasonable steps to destroy or de-identify your personal information when your personal information is no longer required for our business functions.

INFORMATION ABOUT OTHER PEOPLE

If you give information to us about another person (like your co-applicant) in relation to the services we provide, you will let that other person know that:

- We have collected their information to provide those services or for any other purpose set out in this privacy notice;
- We may exchange this information with other organisations set out in this privacy notice;
- We handle their personal information in the way set out in our privacy policy and this privacy notice and they can:
 - Access or request a copy of that privacy policy or this privacy notice; or
 - Access the information we hold about that other person, by using our contact details above; and
 - We may not be able to provide those services to you unless we obtain their information.

CREDIT PROVIDERS

As part of providing our services to you, we may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

We may submit your application to one or more credit providers. A full list of the lenders (credit providers) we have access to can be found at:

- www.connective.com.au/mortgage-broking/connective-lender-panel; and
- www.connective.com.au/connective-asset-finance/connective-asset-finance-lender-panel.

A credit provider, to whom we submit an application, may disclose information about you to, and collect information about you from, one or more CRS.

The website of each credit provider contains details of each CRS with which it deals and other details about information held about you, including whether that information may be held or disclosed overseas and, if so, in which countries. The websites also describe your key rights. These details may be described on the credit providers' websites as 'notifiable matters', 'privacy policy', 'credit reporting policy' or 'privacy disclosure statement and consent', or similar.

For each Consumer CRS a credit provider uses, the website details will include the following specific information:

- That the CRS may include information the credit provider discloses about you to other credit providers to assess your credit worthiness.
- That, if you become overdue in making consumer credit payments or commit a serious credit infringement, the credit provider may disclose that information to the CRS.
- How you can obtain the credit provider's and/or the CRS's policies about managing your information.
- Your right to access and/or correct information held about you and to complain about conduct that may breach the privacy and credit reporting laws.
- Your right to request a CRS not to undertake pre-screening for purposes of direct marketing by a credit provider.
- Your right to request a CRS not to release information about you if you believe you are a victim of fraud.

This detail will also be included by the credit provider who approves your application in the privacy disclosure statement and consent document it will provide to you.

Each credit provider website includes information on how to contact it and how to obtain a copy of its privacy documents in a form that suits you (e.g. hardcopy or email).

You agree we may:

- Use your 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 source any finances you require.
 - To source any insurances you require.
 - As the law authorises or requires.
- Disclose to, and obtain from, any prospective credit provider or insurer, information about you that is reasonably necessary to obtain the finance and insurances you require.

- Obtain from, and disclose to, any third party, information about you, the applicant(s) or guarantor(s) that is reasonably necessary to assist you obtain the finance and insurances required.
- Provide your information, including your credit report(s), to one or more of the credit providers so they can assess your application, or the application of a company of which you are a director, or your suitability as a guarantor.
- Provide information about you to a guarantor, or prospective guarantor.
- Disclose your information to the extent permitted by law to other organisations that provide us with services, such as contractors, agents, printers, mail houses, lawyers, document custodians, securitisers and computer systems consultants or providers, so they can perform those services for us. Some of which may be located overseas.
- Disclose your 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.

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).
- A CRS not to use your information for direct marketing assessment purposes, including pre-screening.
- A CRS to provide you with a copy of any information it holds about you.

PRIVACY POLICY

You can find out more about how we manage your information by reading our Privacy Policy available on our website or by contacting us. Please see our contact details above. Also, you can read and obtain a copy of that policy at our website address set out above. Our Privacy Policy sets out how you can ask us to access and seek to correct information we hold about you and how you may complain against us about a privacy issue. Schedule 1 at the end of this document sets out the contact details for each CRS.

You can gain access to the information we hold about you by contacting our Privacy Officer at the following address:

Address: PO BOX Z5104, PERTH WA 6831
Telephone: 08 9483 0755
Email: Charles.Aplin@flindersfinancial.com.au



EXTENDED EFFECTIVENESS FOR COMMERCIAL CREDIT

Your agreement and consent to the disclosures and consents in this document will be effective for a period of 12 months, but only in relation to commercial credit. Your agreement to this ceases when you either withdraw it by contacting us using our details above or 12 months after you sign below, whichever first occurs. This will allow us to continue to provide our services to you without the need to ask you to sign a new privacy statement and consent each time you require commercial credit within a 12-month period. The extended effectiveness does not apply in relation to consumer credit.

Where the applicant, or guarantor, is a company of which you are a director, you consent to the disclosure and use of your information, in addition to the company's information, in each of the ways specified in this document.

PRIVACY CONSENT

YOUR CONSENT TO COLLECT AND DISCLOSE

By asking us to assist, you consent to the collection and use of the information you have provided to us for the purposes described above.

For more information on your privacy rights please visit www.privacy.gov.au

YOUR CONSENT TO PROVIDE YOUR PERSONAL INFORMATION TO A CREDIT REPORTING BODY (CRS)

We can act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a (CRS). To do so, we may disclose personal information such as your name, date of birth and address to the CRS to obtain an assessment of whether that personal information matches information held by it.

BY SIGNING THIS DOCUMENT YOU AUTHORISE THE BROKER OR CONNECTIVE TO OBTAIN A CREDIT REPORT ON YOUR BEHALF.

You also agree and consent to, as appropriate:

- A CRS specified in Schedule 1 disclosing information to a credit provider for the purpose of assessing your application for consumer or commercial credit or your guarantor application, and/or assessing a credit application by a company of which you are a director.
- When you are a prospective guarantor, a credit provider using that information to assess your suitability as a guarantor.
- A credit provider disclosing your information (including information obtained by it from a CRS) to a guarantor, or a prospective guarantor.
- A credit provider disclosing to another credit provider, to your agent, such as us as your broker, or to a servicer, for a particular purpose, information it holds about you.

By signing this document, you consent to us making a request on your behalf to obtain information about you from one or more credit reporting service(s) and credit provider(s). That information will assist us in providing our services to you.

Client signature

Client signature

Client name

Client name

Dated: _____

Dated: _____

Schedule 1 - CREDIT REPORTING SERVICES

CONSUMER/COMMERCIAL CREDIT REPORTING SERVICES		
Name	Website	Telephone
Equifax	www.equifax.com.au	13 83 32
Experian	www.experian.com.au	1300 783 684
illion	www.illion.com.au	13 23 33