



CREDIT GUIDE & PRIVACY STATEMENT

Issue date: 25/01/2021

ABOUT YOU

FULL NAME	E-MAIL	PHONE	ADDRESS
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Client

ABOUT US

BROKER DETAILS

Broker	Jeff He
Credit Representative Name	HLE PTY LTD
Credit Representative Number	500589
FBAA Member Number	M-329078
Business Name	HLE PTY LTD
Address	504 365 Little Collins St, Melbourne VIC 3000, Australia
Phone Number	+61 433 812 060
Email	jeff@adenfinance.com.au

LICENSEE DETAILS

Australian Credit Licence Name	HLE Pty Ltd
Australian Credit Licence Number	500589
Business Name	Onfinitive Finance
Address	504 365 Little Collins Street, Melbourne VIC 3000, Australia
Phone Number	1800 663 464
Email	jeff@adenfinance.com.au

ABOUT THIS CREDIT GUIDE

This Credit Guide provides important information about us and the services we provide.

This document outlines the type of advice we can give you, how we are remunerated, fees and charges that may be applicable and what you can do should you have a complaint.

OUR COMMITMENT TO SERVICE

We are committed to assisting you find the right finance option based on the information provided by you. We have the essential qualifications, experience and competency required under the relevant legislation to give you the professional service needed in assessing your financial needs. You can be confident that we will deal with you in a fair and ethical manner and take the time to listen to your requirements and objectives. Once we have established your goals, we will investigate and assess a range of options from our extensive lender panel. Ultimately, our primary aim is to provide you with the finance which we believe is in your best interests.

SERVICES WE PROVIDE

We are authorised to arrange loans under the *National Consumer Credit Protection Act 2009* (National Credit Act). The National Credit Act regulates the activity of lending, leasing and finance broking.

OUR RESPONSIBLE LENDING OBLIGATIONS TO YOU

Under the National Credit Act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain is not unsuitable to your needs and objectives. To decide this, we are required to conduct a Preliminary Assessment to determine if the loan is not unsuitable. The law requires us to:

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

Credit will be deemed unsuitable if at the time of the assessment, it is likely that at the time the credit is provided:

- you could not pay or could only pay with substantial hardship; or
- the credit will not meet your requirements and objectives.

When we make our assessment, it is important that we utilise information that is accurate, complete and up to date. If we are supplied with incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

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

- within 7 business days after the day we receive your request - provided you make the request within 2 years of the date when we provide you with credit assistance; or
- otherwise, within 21 business days after the day we receive your request.

ACTING IN YOUR BEST INTERESTS

When providing credit assistance, we are obligated to act in your best interests. This means that any products we recommend to you must be in your best interests and the reasons for these recommendations will be documented, recorded, explained and provided to you. In order to ensure your best interests have been met, we will assess what product/s and what credit assistance will be in your best interests.

This recommendation will include information about why this is in your best interests and how it is aligned to your needs and objectives.

In the case of actual, potential, or perceived conflicts of interest, we will disclose these to you and prioritise your interests ahead of our own in all circumstances. This includes giving priority to your interests in situations where we know, or ought to reasonably know there is a conflict between the interests of you and the interest of ourselves or a third party.

FEES PAYABLE BY YOU TO US

If a fee is payable by you, this will be disclosed in a Credit Quote. The Credit Quote will outline any fees payable for providing credit assistance and the time that they are payable. If you do not receive a Credit Quote, this will indicate that no fees are payable.

FEES PAYABLE BY YOU TO THIRD PARTIES

When a credit application is submitted, other fees and charges may be applicable that are payable to the lender of your choice, such as application fees, valuation fees or other fees. These fees will be disclosed in a Credit Proposal that will be provided to you once we have collaboratively decided on a loan product.

If for any reason your loan does not proceed, you may still be required to pay the lenders application and other fees, valuation fees and government fees as charged by the lender.

FEES PAYABLE BY THE LICENSEE TO THIRD PARTIES

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.

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.

From time to time, we may also remunerate other parties through payments, rewards or benefits.

If your Broker is a Credit Representative of the Licensee they may also remunerate third parties in a similar manner.

PAYMENTS RECEIVED BY THE LICENSEE

We may receive fees, commissions or other remuneration or rewards from the lenders who fund the finance we arrange for you. These are not fees payable by you.

Remuneration or rewards may include training, professional development, entertainment, gifts, conference attendance, sponsorship or entry into a competition run by a lender or my aggregator. These types of rewards are not generally permanent and the remuneration received is not readily ascertainable.

If your Broker is a Credit Representative of the Licensee they may receive a whole or part of the commissions received by the Licensee that has been described.

You may obtain from us information about a reasonable estimate of those commissions and how the commission is worked out. Specific details of any commission to be received will be included in the Credit Proposal that we will provide you with when credit assistance is provided.

OUR LENDER PANEL

We have access to a comprehensive range of lenders to assist you in your finance requirements. The following list represents the panel of lenders that the Licensee and any Authorised Credit Representative nominated in this document are able to access:

LENDER PANEL

86 400	Commonwealth Bank	MOVE Bank
Adelaide Bank	emoney	MyState
AMP Bank	Firstmac	NAB
ANZ	Firefighters Mutual Bank	Paramount Mortgage Services
Auswide Bank	Health Professionals Bank	Pepper Money
Bank Australia	Heartland Seniors Finance	P&N Bank (WA only)
Bank of Melbourne	Heritage Bank	Qudos Bank
Bank of Queensland	IMB Bank (VIC only)	Resimac
Bank of Sydney	ING	St.George Bank
BankSA	Keystart (WA only)	Suncorp Bank
Bankwest	La Trobe Financial	Teachers Mutual Bank
Better Choice Home Loans	Liberty Financial	Thinktank
Better Mortgage Management	Macquarie Bank	UniBank
Beyond Bank Australia	ME Bank	Victorian Mortgage Group
Bluebay Home Loans	MKM Capital	Virgin Money
Bluestone Mortgages	Mortgage Ezy	Westpac
Citibank		

LICENSEE'S TOP 6 MOST COMMONLY USED LENDERS

ANZ, Commonwealth Bank, Bank of Melbourne, La Trobe Financial, ING, Resimac

CREDIT REPRESENTATIVE'S TOP 6 MOST COMMONLY USED LENDERS

N/A

OUR INTERNAL DISPUTE RESOLUTION SCHEME

We always strive to provide the best possible service and provide you with the finance that suits your needs. However, we appreciate that from time to time, applicants may not be satisfied with the process or the solution. If this occurs, and you have a complaint about the service we provide, we have a resolution process in place to address your concerns.

You can lodge your complaint through a number of channels. You may do this verbally or in writing. If you choose to lodge the complaint by email or mail, please make sure you include as much information as you can. You should explain the details of your complaint as clearly as you can.

Step 1

Please contact Jeff He in the first instance as many disputes can be resolved relatively quickly. Your Broker will have 5 business days in which to try and resolve the dispute.

Step 2

If you are not satisfied with the outcome or in which the way your complaint has been handled, then you can escalate the complaint to the Internal Complaints Officer who will endeavour to resolve your complaint:

COMPLAINTS OFFICER

Name	Jeff He
Email	jeff@adenfinance.com.au
Phone Number	1800 663 464
Address	504 365 Little Collins Street, Melbourne VIC 3000, Australia

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.

Once the dispute is escalated, we will provide you with a written response in a maximum time of 45 days, however, we hope to resolve all issues in a shorter time frame.

OUR EXTERNAL DISPUTE RESOLUTION (EDR) SCHEME

If you are still not satisfied with the outcome of your complaint, then you have the further option of referring the matter to an EDR scheme.

Two EDR schemes may be listed below. This indicates that the Licensee and the Credit Representative are both required to be members (independently) of an ASIC approved EDR scheme. Where a Credit Representative's EDR is displayed, please contact that EDR scheme in the first instance for complaint escalation.

	EDR (LICENSEE)	EDR (CREDIT REPRESENTATIVE)
Name	Australian Financial Complaints Authority (AFCA)	Australian Financial Complaints Authority (AFCA)
AFCA Member Number	46027	46027
Email	info@afca.org.au	info@afca.org.au
Phone Number	1800 931 678	1800 931 678
Address	GPO Box 3, Melbourne VIC 3001, Australia	GPO Box 3, Melbourne VIC 3001, Australia

BROKER BENEFITS DISCLOSURE

As part of our compliance with transparency in broking practices and promotion of appropriate customer outcomes, we keep a register of benefits received from any lenders or aggregators. The register lists any benefits or gifts to the value of \$100 or more. You may request a copy of this register to provide you with confidence that we have no lender conflicts.

TIERED SERVICING DISCLOSURE

We have access to a number of lenders that provide tiered servicing processes, enabling our loans to be processed faster. We are provided these services based on a number of measures. These programs promote preferential service standards to our loan applications, but do not entitle us to additional payments or commissions or to preferential customer discounts.

THINGS YOU SHOULD KNOW

We do not provide legal, financial or taxation advice unless specified in a separate contract. Accordingly, it is important you ensure you understand your legal obligations under the loan, and the financial consequences. We recommend that you consult your Accountant, Solicitor, Taxation Department, Investment Adviser or any other licensed person in respect to the financial implications of this application for finance before you enter the credit contract.

Under the *Financial Services Reform Act 2001*, Specialist Finance Group and/or their authorised representative cannot provide any advice or opinion on any deposit accounts and/or insurance products.

As a duty of care, we recommend that you seek professional advice in regards to insurance products such as mortgage protection insurance, income protection insurance and life insurance. It is the responsibility of the applicant/s to maintain mortgage repayments and we strongly recommend that you seek insurance advice with regards to risk management and financial planning.

We will inform you of any potential conflict of interest or relationship that could reasonably be expected to influence our recommendation.

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

QUESTIONS?

If you have any questions about this Credit Guide or anything else about our services, just ask at any time. We're here to assist you.

PRIVACY DISCLOSURE & CONSENT

In handling your personal information, HLE Pty Ltd ABN 28 604 098 339 T/As Onfinitive Finance, Australian Credit Licence 500589, 504 365 Little Collins Street, Melbourne VIC 3000, Australia, 1800 663 464 and our Authorised Credit Representatives are committed to complying with the *Privacy Act 1988* (Privacy Act) and the Australian Privacy Principles.

HOW AND WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information from you when you apply for or use our products and services. In particular, we collect it so we can provide you with the products and services you require.

Personal information may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have.

PROVIDING YOUR PERSONAL INFORMATION TO OTHERS

In providing products and services to you it may be necessary for us to retain your personal information and provide it to other organisations with which we conduct business. We may exchange the information with the following types of entities, some of which may be located overseas:

- organisations which provide credit or other products or services to you or to whom an application has been made for those products and services;
- finance consultants, accountants and auditors, real estate agents associated with the property purchase, conveyancers, legal advisers, insurers and mailing services;
- any associates, related entities, contractors and our mortgage aggregator (Specialist Finance Group);
- any industry body, tribunal, court or otherwise in connection with any complaint regarding our services;
- any person where we are required by law to do so;
- your referees, such as your employer, to verify information you have provided;
- any person considering acquiring an interest in our business or assets; or
- any organisation providing online verification of your identity.

YOUR RIGHTS

You may gain access to the personal information that we hold about you by contacting us. You can also contact us to obtain a copy of our privacy policy and the privacy policy of any credit reporting body that may access your personal information. A copy of our full privacy policy can be obtained from our website, by visiting

<https://onfinitive.com.au/loans-work/Privacy.html> or by contacting us on 1800 663 464. Our privacy policy contains information about how you can access or seek correction of the information we hold about you, how we manage that information and our complaints process.

IF YOUR PERSONAL INFORMATION IS NOT PROVIDED

If you do not provide us with all of the information we request, we may be unable to supply to you the product or service that you require.

CONSENT TO PROVIDE YOUR PERSONAL INFORMATION TO A CRB

You authorise us to act as an access seeker within the meaning of section 6L of the Privacy Act to seek and obtain credit information on your behalf for the purposes of establishing which product is most suitable for your requirements and circumstances. If we act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a credit reporting body (CRB), we may disclose personal information such as your name, date of birth, and address to the CRB to obtain an assessment of whether that personal information matches information held by it.

Credit information includes information such as your identity information, the type, terms and maximum amount of credit provided to you, repayment history information, default information (including overdue payments), court information, new arrangement information, personal insolvency information, disciplinary proceedings, complaints, delinquency, fraud investigations and details of any serious credit infringements.

CONSENT TO RECEIVE MARKETING INFORMATION

You consent to us doing so and we may periodically provide you with information about new products and services available from us or from other businesses with whom we have a relationship. Your consent to our providing this information to you will be implied unless you notify us that you do not wish to receive this information.

CONSENT TO RECEIVE DOCUMENTS ELECTRONICALLY

You consent to us providing you with documents by electronic communication, you confirm that paper documents may no longer be given and electronic communications must be regularly checked for documents. Consent to the giving of documents by electronic communication may be withdrawn at any time.

CONSENT TO BEING RECORDED BY VIDEO OR AUDIO CONFERENCING

You consent to us obtaining personal information, financial information and credit information about you by video or audio conferencing for the purpose of arranging credit, providing credit assistance and give your permission for that video or audio conference to be recorded for this purpose.

By signing this Privacy Disclosure & Consent, you agree that we may collect, use and disclose your information as specified above.

Client 1

Signature:

Date:

