

CREDIT GUIDE AND PRIVACY CONSENT





CREDIT GUIDE



ABOUT US

The details of our Licence are as follows:

LICENSEE DETAILS

Australian Credit Licence Name	Mortgage Specialists Pty Ltd
Australian Credit Licence Number	387025
Business Name	Specialist Finance Group
Address	325 Churchill Ave, Subiaco WA 6008, Australia
Phone Number	08 9286 6888
Email	compliance@spfgroup.com.au

We have authorised Harley Radovan as our Credit Representative. The details of Harley's authorisation are:

BROKER DETAILS

Broker	Harley Radovan
Credit Representative Name	Harley Radovan
Credit Representative Number	447164
MFAA Member Number	154121
Business Name	Focused on Finance
Address	
Phone Number	+61499599844
Email	harley@focusedonfinance.com.au



ABOUT THIS CREDIT GUIDE

This Credit Guide provides important information about us, the services we provide and the activities of the Credit Representative operating under our 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; and
- commissions that we may pay to third parties for introduction of business, and
- information about what you should do if you have a complaint or dispute regarding our services and activities.

We are required to provide this document to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you. We provide credit assistance when we:

- suggest or assist you in applying for a particular loan with a particular lender;
- suggest or assist you in applying for an increase to an existing loan with a particular lender; or
- suggest that you remain in an existing credit contract.



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.

In situations where you require other services or products that we are not directly authorised to provide, we may also be able to assist you by introducing you with other individuals or organisations that are positioned to offer the complementary products or services relevant to your needs.



OUR RESPONSIBLE LENDING OBLIGATIONS

Under the National Credit Act, we are obliged to ensure that any loan or principal increase to a loan we enter with you is suitable to your needs and objectives. To decide this, we will need to ask you some questions in order to assess whether the loan meets these requirements. 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 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.

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved.

In order for us to meet our obligations in providing credit assistance activities, it is important that we have all available, accurate, current and relevant information. If you are unable to provide all the information required to assess your personal and financial circumstances, we may not be in a position to make a recommendation to you. Additionally, if you supply us with incomplete or incorrect information that we rely on in making an assessment, we will be unable to make an appropriate assessment, and you may be in breach of your legal obligations to the lender.

If we provide you with credit assistance, you may request a copy of our Preliminary Credit Assessment any time up to 7 years and we must provide you with a copy of the assessment within the following timeframes:

YOUR REQUEST IS MADE	WE WILL GIVE YOU YOUR ASSESSMENT
Before the Credit Assistance Quote Date*	As soon as possible after we receive your request
Up to 2 years after the Credit Assistance Quote Date	Within 7 business days after we receive your request
Between 2 to 7 years after the Credit Assistance Quote Date	Within 21 business days after we receive your request

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

If we arrange a loan for you to purchase or refinance real estate, you must make your own enquiries about the value of the real estate and its potential for future growth. Although we may obtain a valuation, that is for our own use, and you should not rely on it.



ACTING IN YOUR BEST INTERESTS

When providing credit assistance, we are obliged 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 OR THE LICENSEE

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 the loan application is submitted to the lender of your choice, 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 will be detailed in a Credit Proposal Disclosure that we will provide to you once we have collaboratively decided on a loan product.

FEES PAYABLE BY US OR 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 US OR THE LICENSEE

We, and our Licensee or aggregator Mortgage Specialists Pty Ltd (Specialist Finance Group), may receive fees, commissions, or financial rewards from lenders in connection with any finance we arrange for you. These fees are not payable by you.

The commission amount is based on the financed amount and can differ from product to product. On request, we can provide you with a reasonable estimate of these commissions and explain how they are calculated prior to submitting your loan. Specific details of any commission to be received will be included in the Credit Proposal Disclosure that we will provide you with when credit assistance is provided.

Commissions are paid based on a percentage of the loan balance that is drawn down. This percentage is generally calculated net of any amounts you hold in an offset account. The way commissions are calculated and paid to us by lenders may vary. The percentage or value of commission will not influence our decision in the product selection process, as we must, by law, ensure that the loan we recommend is not only suitable for your situation and objectives, but also in your best interest.

If your Broker is a Credit Representative of the Licensee they may receive a whole or part of the commissions received by the Licensee referred to above. This may be paid to us, directly or indirectly, from the Licensee.

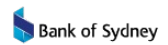
From time to time, your Broker may also receive a non-commission benefit by way of training, professional development, entertainment, gift, conference attendance, sponsorship, or entry into a competition run by a lender or my aggregator. This type of benefit is not payable by you. The nature of such 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.



OUR LENDER PANEL

As your Broker, we are able to offer choice across a number of products and have the opportunity to be accredited to arrange loans with the following lenders:

RESIDENTIAL



The lenders listed above are part of our aggregator's, Mortgage Specialists Pty Ltd (Specialist Finance Group), lender panel through which we submit loan applications. In order to submit loan applications to these lenders, we are required to be accredited with that lender. If we are not accredited with a lender in the panel above, we can refer you to another Specialist Finance Group Broker who is accredited with that lender. Please contact us for further information.

COMMONLY USED LENDERS BY THE LICENSEE

This section provides details of the 6 most commonly used lenders by the Licensee over the last financial year. This is not intended to be a comprehensive list, as there are other lenders on the current panel that may be utilised.

LICENSEE'S TOP 6 MOST COMMONLY USED LENDERS

ANZ, Commonwealth Bank, Macquarie, NAB, St. George Bank, Westpac

* The information above is generated based on a full financial year, so in some circumstances a full year's data may not be available. In these instances, the field will be blank or there will be limited information, however you can request further details from your Broker.

COMMONLY USED LENDERS BY US

This section provides details of the 6 most commonly used lenders by your Broker over the last financial year. This is not intended to be a comprehensive list, as there are other lenders on the current panel that may be utilised.

CREDIT REPRESENTATIVE'S TOP 6 MOST COMMONLY USED LENDERS

ANZ, Bankwest, ING, Macquarie, Teachers Mutual Bank, Westpac

* The information above is generated based on a full financial year, so in some circumstances a full year's data may not be available. In these instances, the field will be blank or there will be limited information, however you can request further details from your Broker.

NUMBER OF LENDERS USED

The total number of lenders your Broker has settled loans with in the last completed financial year:

NUMBER OF LENDERS USED

* The information above is generated based on a full financial year, so in some circumstances a full year's data may not be available. In these instances, the field will be blank or there will be limited information, however you can request further details from your Broker.



TIERED SERVICING ARRANGEMENTS

Your Broker may have access to tiered servicing arrangement with certain lenders. A tiered servicing arrangement provides non-monetary benefits such as providing preferential service which can assist your Broker in achieving better outcomes for you. Examples include faster reviews by lender credit analysts and/or application turnaround times. The list of any tiered servicing arrangements they have is available on request. Where your Broker makes a recommendation to a lender with whom they have one of these arrangements, this will be disclosed to you in the Credit Proposal Disclosure we provide you.

Access to these programs is not solely based on the volume of new or existing lending our clients have with each respective lender and does not entitle us to any additional commissions or payments outside of what we have disclosed to you, or any preferential client discounts.



REFERRERS, DISCLOSURES, BENEFITS AND SERVICES

REFERRERS AND REFERRAL FEES

We may receive referrals from various sources, such as financial planners, accountants, real estate agents, and other parties. If you were introduced or referred to us, we may pay the referrer a commission, fee, or other form of remuneration. Information about any commissions or fees paid to the referrer will be included in the Credit Proposal Disclosure we provide to you.

OTHER DISCLOSURES, BENEFITS OR INTERESTS RECEIVED

As part of our commitment with transparency in broking practices and promotion of appropriate client outcomes, we keep a register recording all forms of gifts, hospitality and other related remuneration from any lenders or aggregators. We are prohibited from accepting gifts or inducements over \$300.

Any benefit given to your Broker greater than \$100 and less than \$300 will be recorded in a Gifts/Benefits Register. You may request a copy of this register to provide you with confidence that we have no lender conflicts.

CREDIT AND VALUATION REPORTS

We may be provided access to free services such as credit reports and valuations from our lenders. Details of any relevant services we may receive because of a recommendation we make to you, will be included in the Credit Proposal Disclosure we provide to you.



CONFLICTS OF INTERESTS AND RELATED PARTIES

MULTIPLE ROLES

We may adopt other roles or functions connected to the credit assistance that is provided to you. While each business activity is distinct, we might receive remuneration when performing our role in the other business activities as a result of the credit assistance provided.

If we are ever in a situation where a conflict of interest prevents us from appropriately conducting our credit assistance activities and acting in your best interests, we will refer you to another party who can provide the necessary services.

Additional information about any relevant remuneration we may earn from our recommendations or other roles will be included in the Credit Proposal Disclosure we provide you.

SHAREHOLDING

We may hold shares or other securities, either directly or indirectly, in the lenders we recommend. Information about any material holdings will be included in the Credit Proposal Disclosure we provide to you. If a significant shareholding creates a conflict of interest that we cannot manage, we will refer you to another party who can provide the necessary credit assistance services.

OWNERSHIP STRUCTURES

While offering you credit assistance, we may refer you to other businesses such as accountancy practices, financial planning practices, settlement agencies, real estate agencies, etc. If you accept those referrals, we may receive a direct or indirect remuneration or benefit. This remuneration or benefit may be the result of us having roles or relationships in those businesses (and their related entities) such as directorships, shareholder status or other beneficiary relationships. This will be disclosed to you at the time of the referral and there is no obligation to accept the services offered by the other business.

If this potential conflict of interest prevents us from acting in your best interest for the purpose of credit assistance, we will avoid making a referral.

Additional information about any relevant or material remuneration we may earn from our referrals will be included in the Credit Proposal Disclosure we provide you.



OUR INTERNAL DISPUTE RESOLUTION (IDR) SCHEME

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

In the first instance, please contact Harley Radovan.

We will acknowledge receipt of your complaint within 1 business day. If Harley Radovan is unable to resolve the complaint to your satisfaction within 5 business days, we will escalate the complaint to the Complaints Officer. You can also contact the Complaints Officer directly as detailed below:

COMPLAINTS OFFICER

Name	Mark Norman
Address	325 Churchill Ave, Subiaco WA 6008, Australia
Phone Number	08 9286 6888
Email	compliance@spfgroup.com.au

There will be situations where the Complaints Officer is also your Broker. This will not have any impact on the capacity to deal with your complaint effectively or appropriately. We may ask for additional information to ensure your complaint is properly investigated.

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.



OUR EXTERNAL DISPUTE RESOLUTION (EDR) SCHEME

If you do not think we have resolved your complaint to your satisfaction, or you have not heard from us within 30 calendar days, you may refer the matter to an EDR scheme. You may also refer the matter to an EDR scheme at any time, but if our IDR process is still in progress, they may request that our IDR processes be complete before considering the matter further.

The Australian Securities & Investment Commission (ASIC) EDR process is available to you, at no cost at the contact details below:

EDR (LICENSEE)

Name	 afca Australian Financial Complaints Authority
AFCA Member Number	42176
Email	info@afca.org.au
Phone Number	1800 931 678
Address	GPO Box 3, Melbourne VIC 3001, Australia



REPAYMENT DIFFICULTIES

There may be situations where interest rates increase or you may experience changes to your financial situation that were not reasonable, foreseeable or anticipated. If you enter a situation where the repayments are becoming challenging, talk to us as we may be able to negotiate rate reductions through our network of contacts with the lenders.

However, if a rate reduction is not successful and you are struggling to meet the repayments, lenders have hardship teams ready to help clients in tough times. You should call your lender to discuss your options with regards to hardship variations.

Options that may be available are:

- changing the term of your loan (extending the loan term);
- arranging a temporarily pause in your repayments; or
- arranging a temporarily reduction in your repayments.

* Extending the loan term will result in additional interest being payable on the loan for that period, and this needs to be considered in your decision.

The hardship officer at each lender must consider your situation and you will need to explain why you are having difficulties making payments, how long you think your financial problems will continue and how much you can afford to repay.

Your lender must write to you within 21 calendar days to let you know the outcome of your hardship request. If they ask you for more information, they must respond within 21 calendar days from when you provide it.



WHERE TO FIND HELP MANAGING DEBTS

Other options are also available if you are ever experiencing financial difficulty. We recommend contacting a financial counsellor who can help you make a plan to financial recovery.

As an example, they may be able to assist you in talking to your utility providers' hardship teams about paying electricity, gas, phone or water bills in instalments. This may provide a buffer to help you meet your loan repayments.

If you are experiencing difficulties in managing your debt, the following financial counselling services are available to you, at no cost at the contact details below:

FINANCIAL COUNSELLING SERVICES

Name	 NATIONAL DEBT HELPLINE 1800 007 007	 SMALL BUSINESS DEBT HELPLINE 1800 413 828
Website	https://ndh.org.au	https://sbdh.org.au
Phone Number	1800 007 007	1800 413 828



THINGS YOU SHOULD KNOW

We don't provide legal, financial or taxation advice unless specified in a separate contract. It is important you understand your legal obligations under the credit contract, and the financial consequences.

Before you accept your loan offer, make sure you read the credit contract carefully to understand full details of the loan. If you have any doubts, you should obtain independent legal and financial advice before you enter any credit contract.

As a duty of care, we recommend that you seek professional advice in regards to insurance products such as life cover, total and permanent disability (TPD) insurance, trauma insurance and income protection insurance. It is the responsibility of the applicant/s to maintain loan 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.

You should ensure that you have approved finance before entering a binding contract to purchase.

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.

We represent lenders and have obligations to them, in particular not to provide any information we know is misleading or deceptive. We also have obligations under the law to report any fraud, forgery, or other illegal activities. Before using our services, it is important that you understand that we have these obligations to lenders and under the law.



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 CONSENT AND DISCLOSURE





PRIVACY CONSENT AND DISCLOSURE



ABOUT THIS PRIVACY CONSENT AND DISCLOSURE

In handling your personal information, Mortgage Specialists Pty Ltd ABN 48 612 422 178 T/As Specialist Finance Group, Australian Credit Licence 387025, 325 Churchill Ave, Subiaco WA 6008, Australia, 08 9286 6888 and our 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 (including Bangladesh, India, Ireland, Malaysia, the Philippines, Serbia and the United Kingdom):

- any organisations which provide credit or other products or services to you, or to whom an application has been made for those products and services;
- any finance consultants, accountants, auditors, real estate agents associated with the property purchase, conveyancers, legal advisers and insurers;
- 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;
- any of your associates, related entities, contractors (including printing/publication/mailling houses, IT service providers and cloud storage providers) and our aggregator Mortgage Specialists Pty Ltd (Specialist Finance Group);
- your referees, such as your employers, to verify information you have provided;
- any person considering acquiring an interest in our business or assets;
- any organisation providing online verification of your identity;
- Credit Reporting Bodies (CRBs) and other lenders; or
- any person or organisation for any authorised purpose with your express consent.



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 CRB that may access your personal information. A copy of our full Privacy Policy can be obtained from our website, by visiting www.specialistfinancegroup.com.au or by contacting us on 08 9286 6888. Our Privacy Policy contains information about how you may access or seek correction of the personal information we hold about you, how we manage that information and our complaints process.

For more information on your privacy rights, please visit The Office of the Australian Information Commissioner's website at www.oaic.gov.au.



IF YOUR PERSONAL INFORMATION IS NOT PROVIDED

If you do not provide the requested personal information, you acknowledge that we may be unable to assist in arranging finance or providing other services to you.



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 INFORMATION ELECTRONICALLY

You consent to receiving credit assistance documentation and loan application information electronically. You acknowledge and agree that paper documents may no longer be given, electronic communications must be regularly checked for documents and this consent to receive electronic communications 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 way of 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.



CONSENT TO OBTAIN CREDIT INFORMATION

You authorise us to receive credit information from any lender about your credit affairs, and to provide any relevant real estate agent, lawyer, conveyancer, agent or person authorised by you access to your credit information, with details of whether finance has been approved for you, and if it has, the terms of that approval, including providing a copy of any approval letter.

You appoint us as your agent (Access Seeker) and authorise us to obtain your credit information (including both consumer and commercial credit eligibility information) from a CRB on your behalf. We are authorised to use that credit information to assist you to provide services, including credit assistance, to you and to assist you to apply for credit. We are also authorised to exchange your credit information with a CRB. You acknowledge that you consent to these authorisations being provided in an electronic form (if applicable).

Credit information is personal information or an opinion about you that has a bearing on credit that has been provided to you or that you have applied for. This 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, financial hardship arrangement information including whether you have made a financial hardship arrangement with you, personal insolvency information, disciplinary proceedings, complaints, delinquency, fraud investigations and details of any serious credit infringements. Credit eligibility information is credit reporting information supplied to you by a CRB, and any information that you derive from it.

We may exchange your personal and credit information with the following CRBs:

CREDIT REPORTING BODIES

Name			
Website	www.equifax.com.au	www.experian.com.au	www.illion.com.au
Phone Number	13 83 32	1300 783 684	13 23 33