



ACKNOWLEDGEMENT AND CONSENT

Name of Applicants: _____

Amount of Application: \$ _____ Chattel: _____

Name of Introducer/Broker: Delta Finance Pty Ltd ABN 57 867 053 128

Address of Introducer/Broker: 195 Pirie Street Adelaide South Australia 5000

APPOINTMENT

The Introducer/Broker's role is that of an intermediary between the Applicant/s and potential Credit Providers. The Introducer/Broker is not an agent or trustee for the Applicant/s and has no power to commit them to any transaction without express prior authorisation.

TRANSACTION TERMS & CONDITIONS

The terms and conditions of a particular transaction are set out in the Credit Providers finance documents. The Applicant/s agrees to those terms and conditions by signing the Credit Providers finance documents

PRIVACY AND CREDIT INFORMATION

PRIVACY ACT AUTHORISATIONS/AGREEMENTS

AUTHORISATION TO ACT ON BEHALF OF INDIVIDUALS

In compliance with the Commonwealth Privacy Act, applicant parties to a finance application who are natural persons should complete and give this interim authorisation to the aforementioned introducer/broker

A. SECTIONS APPLICABLE TO APPLICANT/S WHO ARE NATURAL PERSON/S

1. Acknowledgment of Disclosure of Credit Information to a Credit Reports Agency

I/We acknowledge that Section 18E(8)(c) of the Privacy Act allows a credit provider(s) which the abovenamed 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 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;
- Cheques drawn by me/us which have been dishonoured more than once;
- In specified circumstances, that in the opinion of the above named credit provider, I/we have committed a serious credit infringement;

- That finance provided to me/us by the above named credit provider has been paid or otherwise discharged.

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 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 [Section 18L(4)].

I/We agree that, if it is considered relevant in assessing my/our application for commercial credit, the Approached Credit Provider may obtain from a credit reporting agency a credit report containing personal credit information about me/us [Section 18K(1)(b)].

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 [Section 18N(1)(b)].

3. Authorisation to Act on Behalf of Individuals

For the purpose of arranging the financier which is the subject of my/our application, I/we authorise the above named introducer to obtain a report about my/our consumer or commercial credit worthiness from a credit reporting agency or a commercial credit reporting business or from a credit provider named in this application or referred to in such reports [Section 18N(1)(ga)].

I/We also authorise the above named introducer to pass on the above-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, such personal information about me/us which is necessary to such arrangement or subsequent management.

B. SECTION APPLICABLE TO GUARANTOR/S WHO ARE NATURAL PERSON/S

4. 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 further agree that the Approached Credit Provider may give to and seek from any credit providers named in the 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.

C. SECTION APPLICABLE TO APPLICANT/S AND GUARANTOR/S WHO ARE NATURAL PERSONS

5. Acknowledgment by Applicant/Customer and/or Proposed Guarantor about the collection, recording, use and disclosure of personal information by the Approached Credit Provider

I/we, the Applicant/Customer and/or Proposed Guarantor, acknowledge that::

- a) during the course of assessing the application for finance, the Approached Credit Provider will collect, record and securely store personal information about me/us; and
- b) some of the personal information collected maybe obtained from third parties including Credit Reporting Agencies, other credit providers, trade suppliers and public records: and
- c) information about the identity, location and contact particulars of the Approached Credit Provider can be obtained from the above named Introducer.
- d) 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, either via the above named Introducer or directly to the Approached Credit Provider
- e) the information is being collected primarily so that the Approached Credit Provider can consider the finance application; and
- f) without the information sought being collected, an Approached Credit Provider will be unable to process the application for finance; and
- g) 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:
 - 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 or valuer engaged by the Approached Credit Provider to act on its behalf.

This authorisation remains in force until the finance transaction is arranged, whereupon it will be replaced by an Authorisation/Agreement in favour of the Approached Credit Provider that provides the finance covered by the finance application.

CREDIT PROVIDERS

The Credit Providers include (but not exclusive to) the following organisations:

Bank S.A. 97 King William St Adelaide S.A.

Bank of Western Australia Ltd 151 Pirie St Adelaide S.A.

BOQ Equipment Finance Ltd 102 Greenhill Rd Unley S.A.

Capital Finance Australia Ltd 151 Pirie St Adelaide S.A.

Commonwealth Bank of Australia 100 King William St Adelaide S.A.

Macquarie Leasing Pty Ltd 432 St Kilda Rd Melbourne Victoria

National Australia Bank Ltd 22 King William St Adelaide S.A.

Service Finance Corporation Ltd Suite 27 Adelaide Tce Perth W.A.

Suncorp Metway Advances Corporation Pty Ltd 417 St Kilda Rd Melbourne Victoria

St George Finance Ltd 97 King William St Adelaide S.A.

Westpac Banking Corporation Ltd 91 King William St Adelaide S.A.

BUSINESS PURPOSE DECLARATION

The Applicant/s declare that the finance to be provided to them by the Credit Provider is to be applied wholly or predominantly for business or investment purposes

REMUNERATION BY THE CREDIT PROVIDER TO THE INTRODUCER/BROKER

The Introducer/Broker will look only to the Credit Provider (and not to the Applicant/s) for their remuneration for acting in this transaction.

The remuneration might include (in any combination) all or any of these fees or benefits: (1) an ongoing trailing fee(s) based on this transaction forming part of a performing loan portfolio with a particular credit provider of up to quarter of one percent per annum of the loan balance; (2) brokerage fee up to three percent of the financed amount;(3) volume bonus up to half of one percent of the total loan transactions arranged through a particular credit provider during a particular period; (4) other, such as reimbursement of expense covering documentation preparation etc. The remuneration may be negotiated on a transactional basis or on a Credit Providers portfolio basis or a combination of both.

The value of the initial or total remuneration to become payable by the Credit Provider to the Introducer/Broker may not be known at this time and indeed may not become fully known until some time after a transaction has been settled and then fully repaid.

Applicant/Guarantor* _____

Full Name (Printed) _____

Delete whichever is applicable

Signature

Date of Birth _____

Applicant/Guarantor* _____

Full Name (Printed) _____

Delete whichever is applicable

Signature

Date of Birth _____

Applicant/Guarantor* _____

Full Name (Printed) _____

Delete whichever is applicable

Signature

Date of Birth _____

Applicant/Guarantor* _____

Full Name (Printed) _____

Delete whichever is applicable

Signature

Date of Birth _____