



GAINSWORTH  
MORTGAGE & FINANCE

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APPLICATION  
FOR  
FINANCE

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Gainsworth Mortgage & Finance Pty Ltd ABN 99 088 388 738  
Level 13, 52 Alfred Street, Milsons Point NSW 2061 Locked Bag 888 Milsons Point NSW 1565  
Phone: (02) 9434 2400 Fax: (02) 9434 2411 Email: [info@gainsworth.com.au](mailto:info@gainsworth.com.au)  
[www.gainsworth.com.au](http://www.gainsworth.com.au)

# CHECKLIST OF DOCUMENTS REQUIRED

## Information to be supplied with each Application:-

1.  Completed and Signed Application for Finance Form.
2.  Privacy Act Consent & Declaration Signed.
3.  Customer Disclosure Form.
4.  Identification per Borrower – Copy of Drivers Licence and Passport (certified copies or originals need to be viewed).
5.  Income Evidence: -
  - Wage or Salary Earners
    - Two most recent Group Certificates and/or Tax Returns;
    - Two most recent Pay Slips;
    - If in current job for 12 months or less, a letter from your employer stating period of employment, salary package, bonuses etc.
  - Self Employed Persons or Companies/Trusts
    - Two most recent Personal Tax Returns and two most recent Tax Assessment Notices;
    - Two most recent Company Taxation Returns (including Profit & Loss & Balance Sheet).
6.  Copy of Front Page of Contract of purchase (signed).
7.  Letter from Managing Agent stating rent to be received from investment property/s, or current rent statement(s).
8.  Copies of last 6 months Loan Account Statements from outgoing lender for refinance purposes.
9.  Evidence of Savings to complete Purchase – 12 months Bank Statements, Share Investments, Unit Trust, etc.
10.  Valuation Fee – Payable to Gainsworth Mortgage & Finance (\$275.00 incl. GST per residential property up to \$1M).

**Credit Card Details** (for payment of Valuation) OR  Please deduct Valuation Fee at Settlement.

By signing below, I/We authorise Gainsworth Mortgage & Finance Pty Ltd (User ID 6086847) the Merchant, to debit my/our account, detailed below, with the detailed amount, through the EFTPOS system.

Name: _____	Expiry Date: ____/____/____	Amount: \$_____
Credit Card Type: _____	Card Number: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	
Signature: x _____	Date: ____/____/20____	

11.  Copy of Current Rates Notice for Security Property
12.  Other: \_\_\_\_\_

## PERSONAL PARTICULARS

	Individual Applicant 1	Individual Applicant 2
<b>Title:</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Dr <input type="checkbox"/> Other	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Dr <input type="checkbox"/> Other
<b>Surname:</b>		
<b>Given Name(s):</b>		
<b>Capacity of Applicant:</b>	<input type="checkbox"/> Borrower <input type="checkbox"/> Guarantor <input type="checkbox"/> Joint <input type="checkbox"/> Other	<input type="checkbox"/> Borrower <input type="checkbox"/> Guarantor <input type="checkbox"/> Joint <input type="checkbox"/> Other
<b>Present Home Address:</b>		
	Years there: _____ Residential Status: <input type="checkbox"/> Own Home <input type="checkbox"/> Renting <input type="checkbox"/> With Parents <input type="checkbox"/> Other Australian Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	Years there: _____ Residential Status: <input type="checkbox"/> Own Home <input type="checkbox"/> Renting <input type="checkbox"/> With Parents <input type="checkbox"/> Other Australian Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Phone Numbers:</b>	Work: ( ) _____ Home: ( ) _____ Mobile: _____	Work: ( ) _____ Home: ( ) _____ Mobile: _____
<b>Email Address:</b>		
<b>Date of Birth:</b>		
<b>Marital Status:</b>	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> De facto <input type="checkbox"/> Other	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> De facto <input type="checkbox"/> Other
<b>No. of Dependants &amp; Ages:</b>		
<b>Drivers Licence Number:</b>	_____ State: _____	_____ State: _____
<b>Expires:</b>	_____/_____/_____	_____/_____/_____
<b>Occupation:</b>		
<b>Employment Type:</b>	PAYG: <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time/Casual <input type="checkbox"/> Contractor SELF: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Company <input type="checkbox"/> Partnership Other: _____	PAYG: <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time/Casual <input type="checkbox"/> Contractor SELF: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Company <input type="checkbox"/> Partnership Other: _____
<b>Employer's Name:</b>		
<b>Employers Address:</b>		
<b>Payroll Contact:</b>	Name: _____ Phone: ( ) _____	Name: _____ Phone: ( ) _____
<b>Time with Employer:</b>	_____ years/months	_____ years/months
<b>Annual Gross Income:</b>	\$ _____ p.a Other Income: - 1. _____ \$ _____ p.a 2. _____ \$ _____ p.a 3. _____ \$ _____ p.a	\$ _____ p.a Other Income: - 1. _____ \$ _____ p.a 2. _____ \$ _____ p.a 3. _____ \$ _____ p.a
<b>Previous Employer's Name:</b> (if in present job under two years)	Name: _____ Occupation: _____ Years there: _____	Name: _____ Occupation: _____ Years there: _____

SOLICITOR'S DETAILS	ACCOUNTANT
Name of Firm:	Name of firm:
Address:	Address:
Telephone: Fax:	Telephone: Fax:
Contact name:	Contact name:

Please initial \_\_\_\_\_

## CORPORATE BORROWERS

Registered Company Name:			
ACN / ABN:			
Registered Office/ Principal Place of Business:			
	Postcode:		
Phone Number:		Fax Number:	
Year Established:		Industry:	
Nature of Business Activities:			

**Note:** Please identify the names of all beneficial owners with more than a 25% holding on the additional Corporate Borrowers form attached.

For all Trusts, please provide a certified copy of the Trust Deed and names of all beneficiaries.

## DETAILS OF LOAN REQUIRED

Total Loan Amount Requested:	\$ _____		
Term / Years & LVR:	_____ Years	LVR: _____ %	
Variable Interest Rate:	_____ % p.a.		
Loan Type:	<input type="checkbox"/> Variable Rate Interest Only 10 years <input type="checkbox"/> Principal & Interest <input type="checkbox"/> Lowdoc 70 <input type="checkbox"/> Lowdoc 80 <input type="checkbox"/> Other: _____		
Loan Purpose: <i>Give Details:</i>	<input type="checkbox"/> Owner-occupied <input type="checkbox"/> Investment <input type="checkbox"/> Refinance <input type="checkbox"/> New Purchase <input type="checkbox"/> Cash Out: <input type="checkbox"/> Other: _____ _____ _____		
Loan Settlement Date:	Are you a First Home Buyer? <input type="checkbox"/> Yes <input type="checkbox"/> No		

## SECURITY OFFERED FOR THE LOAN

Residential Property 1:			
Address	State:	Post Code:	
Registered Proprietors of Property (after settlement of this mortgage)	Same as Borrowers (tick if applicable) <input type="checkbox"/>	If different from borrower, please note full details of registered proprietors:	
Use of property	<input type="checkbox"/> Owner-occupied	<input type="checkbox"/> Investment property	
Ownership of property	<input type="checkbox"/> Already Owned	<input type="checkbox"/> Being Purchased	
Estimated Value or Purchase Price	\$ _____		
Rental value per week (if app.)	\$ _____		
Name of Contact for our Valuer Access			
Contact Phone Numbers for Valuer Access	Business Hours:	After Hours:	Mobile:

Residential Property 2:			
Address	State:	Post Code:	
Registered Proprietors of Property (after settlement of this mortgage)	Same as Borrowers (tick if applicable) <input type="checkbox"/>	If different from borrower, please note full details of registered proprietors:	
Use of property	<input type="checkbox"/> Owner-occupied	<input type="checkbox"/> Investment property	
Ownership of property	<input type="checkbox"/> Already Owned	<input type="checkbox"/> Being Purchased	
Estimated Value or Purchase Price	\$ _____		
Rental value per week (if app.)	\$ _____		
Name of Contact for our Valuer Access			
Contact Phone Numbers for Valuer Access	Business Hours:	After Hours:	Mobile:

Please initial \_\_\_\_\_

## ASSETS & LIABILITIES STATEMENT

Assets		Liabilities		
Assets	Value	Liabilities	Amount	Payment
Own Home	\$	Own Home: Lender: _____	\$	\$
2 <sup>nd</sup> Property Address:	\$	2 <sup>nd</sup> Property Lender: _____	\$	\$
3 <sup>rd</sup> Property Address:	\$	3 <sup>rd</sup> Property Lender: _____	\$	\$
4 <sup>th</sup> Property Address:	\$	4 <sup>th</sup> Property Lender: _____	\$	\$
Motor Vehicle/s	\$	Motor Vehicle/s #	\$	\$
Cash (including Deposit)	\$	<u>Credit Cards</u> Financial Institution: Limit: Balance: \$ _____ \$ _____  Financial Institution: Limit: Balance: \$ _____ \$ _____  Financial Institution: Limit: Balance: \$ _____ \$ _____  Financial Institution: Limit: Balance: \$ _____ \$ _____  <span style="color: red; font-weight: bold;">[Please ensure ALL credit cards are declared, regardless if they are paid to Nil each month, applied but not taken, and/or not used.]</span>	\$	\$
Furniture etc.	\$	Overdrafts Financial institution: Term of loan: End date:	\$	\$
Superannuation	\$	<u>Rent</u>  <span style="color: red; font-weight: bold;">[Evidence of rental income required]</span>	\$	\$
Investments Details:	\$	Other Details:	\$	\$
Managed Funds Details:	\$	Other Details:	\$	\$
Shares Details:	\$	Other Details:	\$	\$
Other Details:	\$	Other Details:	\$	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>	
Life Insurance: Details:	\$			

Please initial \_\_\_\_\_

## DISCRETIONARY LIVING EXPENSES

Expense Type	Amount	Frequency	Total Annual Expense
Private School Fees	\$		\$
Childcare	\$		\$
Additional Motor Vehicle	\$		\$
Pay TV	\$		\$
Mobile Phone	\$		\$
Gym / Other Membership	\$		\$
Other (Please Specify)	\$		\$
Other (Please Specify)	\$		\$
Other (Please Specify)	\$		\$
<b>TOTAL</b>			\$

## CREDIT DECLARATION

	YES	NO
1. Have you or your spouse ever been declared bankrupt or insolvent, or has either estate been assigned for the benefit of creditors?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you or your spouse ever been shareholders or officers of any company of which a manager, receiver or liquidator has been appointed?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there any unsatisfied judgement entered in any court against you, your spouses or any company of which either of you or your spouse are or were a shareholder or officer?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you or your spouse or any company with which you are or were associated ever had a property foreclose upon or given title or deed in lieu thereof through a mortgagee sale proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any part of the Deposit or the balance due above this loan been obtained from borrowings?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has any application in respect of this loan been submitted by you, or any other person on your behalf, to any other lender and been declined?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you or your spouse ever been registered with Veda Advantage as being in default?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are you the director or shareholder of any companies?	<input type="checkbox"/>	<input type="checkbox"/>

Please initial \_\_\_\_\_

## AGREEMENT & DECLARATION

1. I/We hereby apply for a loan and certify that the statements made in this loan application are true and correct and will remain true and correct unless and until I/We notify you otherwise in writing.
2. I/We agree to pay all costs reasonably incurred by you in consequence of this loan application, to the extent that such payments are not prohibited by law.
3. I/We authorise you to arrange a valuation of the security offered, provided that approval "In Principal" of this loan has been obtained by you, and I/We understand that such a valuation will be required from an approved licensed valuer, and that no refund of application fees will be made in the event that the valuation does not meet your standards. I/We acknowledge that any valuation or inspection report obtained by you is solely for the credit provider's benefit and that I/We may not rely upon any such report.
4. My/Our solicitor/conveyance is authorised to accept any notification on my/our behalf.
5. If a loan is approved, you may issue me/us with an Offer of Finance. If I/We accept the Offer, I/We will be bound by its terms and conditions.
6. I/We agree to execute a first ranking mortgage over the security property/ies.
7. I/We also acknowledge having received a Privacy Consent & Acknowledgement form to be signed by me/us and the proposed guarantors and attach executed copies of this document with this application.
8. I/We acknowledge that Gainsworth Mortgage & Finance Pty Ltd and the Mortgage Originator may be paid and retain fees, margins and commissions.
9. I/We hereby agree to the release of any notices or documents relating to this application or any credit advance resulting from this application (including any proposed or actual credit contract, details of a variation of credit contract, any statement of account, or any notice of demand) to the guarantor by the credit provider.
10. I/We acknowledge that the credit provider recommends I/We seek legal and or financial advice before entering into any credit contract that may result from this application.

**I/We confirm that the above information is complete and correct.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

<p><b>Borrower 1.</b></p>  <p>_____ Signature of Applicant Print Name:</p> <p style="text-align: right;">_____/_____/20____ Date</p>	<p><b>Borrower 2.</b></p>  <p>_____ Signature of Applicant Print Name:</p> <p style="text-align: right;">_____/_____/20____ Date</p>
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<p><b>Guarantor 1.</b></p>  <p>_____ Signature of Applicant Print Name:</p> <p style="text-align: right;">_____/_____/20____ Date</p>	<p><b>Guarantor 2.</b></p>  <p>_____ Signature of Applicant Print Name:</p> <p style="text-align: right;">_____/_____/20____ Date</p>
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<p><b><u>Signature of Witness:</u></b></p>  	<p>Name of Witness: Address of Witness: Occupation of Witness:</p>
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## DISCLOSURE OF PERSONAL INFORMATION

The credit provider is entitled to disclose to its Related Entities (as defined in the Corporations Law) information concerning you which is necessary to enable an assessment to be made of your total liabilities to the credit provider and any Related Entity. In additional, other information concerning you may be given by the credit provider to a Related Entity which provided financial services unless you instruct the credit provider not to do so by marking the following box.

I/We hereby consent to the release of any notices or documents relating to this application or any credit advance resulting from this application (including and proposed or actual contract, details of a variation of a credit contract, any statement of account, or any notice of demand) to the guarantor/s who are so nominated to the credit provider.

<p><b>Borrower 1.</b></p> <p>Signature: Date</p>	<p><b>Borrower 2.</b></p> <p>Signature: Date:</p>
<p><b>Guarantor 1.</b></p> <p>Signature: Date:</p>	<p><b>Guarantor 2.</b></p> <p>Signature: Date:</p>

**SERVICE CONSENT / NOMINATION FORM**

**(This form applies to Consumer Credit Code Regulated Contracts Only)**

**PLEASE COMPLETE THE SECTION THAT APPLIES TO YOU**

To: Perpetual Trustee Company Limited (the **Lender**) or  
Permanent Custodians Limited / GEL Custodians Pty Limited

**SECTION 1. CONSENT TO RECEIVE NOTICES JOINTLY**

This section applies only if you are joint borrowers, all of you live at the same address and you wish to receive notices jointly. Please do not sign this section if you want to receive notices from the Lender separately.

We consent to notices and other documents under the Consumer Credit Code to us being sent jointly to us at the following address (*address for service*):

\_\_\_\_\_  
\_\_\_\_\_

**OR**

**SECTION 2. JOINT DEBTOR NOMINATION**

This section applies only if:

- you are joint borrowers and you wish to nominate one of you to receive notices on your behalf (all of you must sign); or
- any one or more of you wishes to nominate another person to receive notices on your behalf (only those of you wishing to nominate needs to sign). Note: You cannot nominate the Lender, the Mortgage Manager, the broker/introducer or any other person associated with the Lender.

Please do not sign this section if you want to receive notices yourself directly from the Lender.

I/We nominate ..... (*full name of person nominated*)  
to receive notices and other documents under the Consumer Credit Code on behalf of me/all of us.

**IMPORTANT: Each of you is entitled to receive your own copy of any notice or other document under the Consumer Credit Code. By signing this form you are giving up the right to be provided with information from the Lender separately (Section 1) or direct from the Lender (Section 2). If you sign this form you can advise the Lender in writing at any time if you wish to cancel your consent (Section 1) or nomination (Section 2) (please contact your Mortgage Manager to do this).**

**Signature of Borrower (1):**

**Signature of Borrower (2):**

.....

.....

Print name:.....

Print name:.....

Date signed:.....

Date signed:.....

**Signature of Borrower (3):**

**Signature of Borrower (4):**

.....

.....

Print name:.....

Print name:.....

Date signed:.....

Date signed:.....



**DECLARATION OF PURPOSES FOR WHICH CREDIT IS PROVIDED**

**(This form applies to Unregulated Contracts Only)**

The Lender: Perpetual Trustee Company Limited or  
Permanent Custodians Limited / GEL Custodians Pty Limited

I/We declare that the credit to be provided to me/us by the Lender is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

**IMPORTANT**

You should **not** sign this declaration unless this loan is wholly or predominantly for business or investment purposes. By signing this declaration you may **lose** your protection under the Consumer Credit Code.

**Signature of Borrower (1):**

**Signature of Borrower (2):**

.....

.....

Print name:.....

Print name:.....

Date signed:.....

Date Signed:.....

**Signature of Borrower (3):**

**Signature of Borrower (4):**

.....

.....

Print name:.....

Print name:.....

Date signed:.....

Date Signed:.....

# PRIVACY CONSENT

## Privacy Act 1988 (Cth)

**Credit Applicant (1):** *(Individuals only)* ..... *(Full name)*

**Credit Applicant (2):** *(Individuals only)* ..... *(Full name)*

**Guarantor (1):** *(Individuals only)* ..... *(Full name)*

**Guarantor (2):** *(Individuals only)* ..... *(Full name)*

### Agreements by Credit Applicant(s) and/or Guarantor(s)

#### Agreement to Obtain and Give Credit and Personal Information

I/We agree:

1. to **Gainsworth Mortgage & Finance Pty LTD** (ABN 99 088 388 738) (the **Mortgage Manager/Originator**), the Lenders Mortgage Insurers, Perpetual Trustee Company Limited (ABN 42 000 001 007) (**Perpetual**), RESIMAC Ltd (ABN 67 002 997 935) (**Perpetual**), Permanent Custodians Ltd (ABN 001 426 384) (**PCL**), GEL Custodians Pty Limited (**GEL**) (ACN 118 374 155), any mortgage broker, mortgage originator and any other person or company who at any time performs a task that is necessary for purchasing, funding or managing, or processing an application for, a loan by means of a securitisation arrangement, unless the law says they cannot do the following even if I/we consent (together, the **Parties**):
  - (i) obtaining a report about my/our commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons or from my/our accountant, where I am/we are the Credit Applicant(s) applying for personal credit or commercial credit, for the purpose of assessing my/our credit application, or where I am/we are the Guarantor(s), for the purpose of assessing whether to accept me/us as guarantor in respect of the credit application of the Credit Applicant(s);
  - (ii) where I am/we are the Credit Applicant(s) applying for commercial credit, obtaining from a credit reporting agency a credit report containing information about my/our personal credit worthiness for the purpose of assessing my/our application and for the purpose of assisting in collection of overdue payments in respect of that credit;
  - (iii) where I am/we are the Guarantor(s), obtaining from a credit reporting agency a credit report containing information about my/our personal credit worthiness for the purpose of assessing, whether to accept me/us as guarantor in respect of the credit application of the Credit Applicant(s);
  - (iv) giving to and obtaining from any credit provider named in the credit application or in a credit report on me/us issued by a credit reporting agency, information about my/our credit arrangements for the purposes of:
    - (A) where I am/we are the Credit Applicant(s), assessing my/our application for credit;
    - (B) where I am/we are the Credit Applicant(s), notifying a default by me/us;
    - (C) where I am/we are the Guarantor(s), assessing my/our application to act as guarantor for the Credit Applicant(s);
    - (D) where I am/we are the Guarantor(s), notifying a failure by us to observe my/our obligations as guarantor;
    - (E) allowing another credit provider to ascertain the status of my/our obligations to Perpetual, PCL or GEL where I am/we are in default with one or more other credit providers;
    - (F) exchanging information with credit providers who are involved in a securitisation arrangement in relation to the finance arrangements of the Credit Applicant(s) with Perpetual, PCL or GEL; and
    - (G) generally assessing my/our credit worthiness.
    - I/we understand the information exchanged can include any information about my/our personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other;
  - (v) obtaining from and giving to any mortgage broker, mortgage originator, financial consultant, accountant, lawyer or other adviser acting in connection with my/our finance arrangements with Perpetual, PCL or GEL (where I am/we are the Credit Applicant(s)), or my/our guarantee (where I am/we are the Guarantor(s)), any of my/our personal and commercial credit information for the purposes of processing the credit application and the on-going management of the finance arrangements of the Credit Applicant(s) with Perpetual, PCL or GEL; and
  - (vi) giving my/our credit report and personal information to another person or company in connection with funding the finance arrangements of the Credit Applicant(s) with Perpetual, PCL or GEL by means of a securitisation arrangement.

Please initial \_\_\_\_\_

## Agreement to Exchange Personal Information

2. that the Parties mentioned above and each of their related companies (whether in Australia or overseas) may exchange with each other any personal information about me/us including:
  - (i) any information:
    - (A) provided by me/us (where I am/we are the Guarantor(s)); or
    - (B) (where I am/we are the Credit Applicant(s)) provided by me/us in my/our credit application;
  - (ii) any other personal information I/we provide to any Party or which any Party otherwise lawfully obtains about me/us;
  - (iii) where I am/we are the Credit Applicant(s), any transaction details or transaction history arising out of my/our arrangements with any Party; and
  - (iv) where the Privacy Act allows, or allows provided I/we agree, any information which relates to me/us which is referred to in 1 above;
3. that if any Party engages anyone (a **Service Provider**) to do something on its behalf (for example a mailing house, a debt collection agency or a lawyer) then the Party and the Service Provider may exchange with each other any personal information which relates to me/us which is referred to in 2 above and any other personal information the Service Provider lawfully obtains about me/us in the course of acting on that Party's behalf;
4. that any information referred to in 2 or 3 above which relates to me/us can be used by any Party and any Service Provider for:
  - (i) any purpose related to the credit application and, if I am/we are the Guarantor(s), my/our guarantee;
  - (ii) observing, performing or administering the finance arrangements of the Credit Applicant(s) with Perpetual, PCL or GEL;
  - (iii) assessing the risk of providing lenders mortgage insurance in respect of the credit application (including the risk that the Guarantor(s) (if any) may be unable to meet its/their obligations under its/their guarantee) and administering the lenders mortgage insurance policy, dealing with claims which may be made under the insurance, and exercising any rights (including subrogation rights and enforcing the mortgage in the place of Perpetual, PCL or GEL) under and in respect of the insurance such as claims recovery; and
  - (iv) planning, product development and research purposes;
5. that the Lenders Mortgage Insurers may disclose (unless the law prevents disclosure) my/our personal information to reinsurers, government and other regulatory bodies and my/our referees, including my/our employer(s); and
6. where I am/we are the Credit Applicant(s), to any Party giving to a guarantor, and a proposed guarantor (for the purpose of considering whether to offer to act as guarantor), of any of my/our obligations to Perpetual, PCL or GEL, personal information (including financial information and information derived from any report referred to in 1 above) about me/us and all other information, including copies of documents, the relevant Party sees fit concerning my/our finance arrangements with Perpetual, PCL or GEL or the performance or observance of those finance arrangements.

## Access to Information

I/we understand that:

7. if I/we fail to provide any information requested in any application to Perpetual, PCL or GEL for credit, or do not agree to any of the possible exchanges or uses set out above, the Mortgage Manager or Perpetual may not accept:
  - (i) my/our application for credit (for Credit Applicant(s)); or
  - (ii) my/our application to act as guarantor for the Credit Applicant(s) and accordingly may not accept the credit application (for Guarantor(s)); and
8. I/we can access most personal information that the Mortgage Manager/Originator, the Lenders Mortgage Insurers and Perpetual, PCL or GEL and their related companies hold about me/us by contacting the Mortgage Manager/Originator. Sometimes that will not be possible, in which case I/we will be told why.

## General Disclosure

### Disclosure to Credit Reporting Agency

I/we understand that the Privacy Act allows any Party mentioned above (except the Lenders Mortgage Insurers) to give a credit reporting agency certain personal information about me/us and my/our credit application for the purpose of creating a credit information file or including information in a credit information file maintained by the credit reporting agency about me/us. The information may include, to the extent applicable:

*(for both Credit Applicant(s) and Guarantor(s))*

- permitted information about me/us which will allow me/us to be identified;
- cheques drawn by me/us for \$100 or more which have been dishonoured more than once;
- in specified circumstances, that in the opinion of the Mortgage Manager/Originator or Perpetual, PCL or GEL/we have committed a serious credit infringement;

*(for Credit Applicant(s) only)*

- the fact that I/we have applied for credit and the amount of credit applied for;

Please initial \_\_\_\_\_



## **GAINSWORTH MORTGAGE & FINANCE PTY LTD BASIC PRIVACY POLICY**

This document describes how Gainsworth Mortgage & Finance Pty Ltd manages personal information.

### **1. The National Privacy Principles**

Since December 21, 2001, most private sector organisations in Australia have been required by law, to comply with the National Privacy Principles (NPPs). We have been bound by and have complied with the NPPs from that date.

### **2. Collecting personal information about you**

#### *The kinds of personal information we hold*

We only collect personal information that is necessary for us to perform our functions and activities, which consist of the origination and administration of loans, and related activities. The kinds of personal information we collect and hold will depend on your dealings with us and the circumstances in which it was collected, but may include:

- information you provide to us when you apply for a loan or when you offer to guarantee a loan. This information will include your name, address and contact details, and, if applicable, identification information relevant to applications requiring compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act.
- financial information about you such as your financial position and details of your salary or wage, and information obtained from credit checks carried out during the loan approval process (but only if you have authorised such checks to be carried out).
- information about the progress of any loan provided to you, or which you have guaranteed, including your communications with us.

### **3. Using and disclosing your personal information**

#### *The purposes for which we collect and hold personal information and how we use and disclose it*

We respect your privacy. Any personal information, which we collect, about you will be used by us to assess your application for a loan or offer to provide a guarantee, and to facilitate provision and administration of loans and related activities.

In order to do this, we may disclose your personal information to:

- professional advisers such as solicitors, accountants and valuers;
- mortgage insurers;
- underwriters;
- government agencies such as those which administer land titles and revenue or (where applicable) foreign investments;
- credit reporting agencies and mercantile agents;
- your employer/s or referees;
- funders;
- external auditors;
- your or our professional advisors;
- your bank;
- debt collectors;
- law enforcement agencies;
- other organisations, which participate in funding, providing, and administering your loan or the loan you have guaranteed, such as the trustee of the fund from which the loan is sourced

We may also use your personal information to provide you with information about other products and services offered or distributed by us. To do that we may disclose your information to our service providers (see below).

#### **Contracting Out Services & Disclosures**

We also disclose personal information to organisations to whom we outsource functions, such as mailing and printing houses, IT providers or a mortgage servicer which organisations assist us to service and administer your loan or the loan you have guaranteed, or provide you with information about products and services offered or distributed by us.

### **4. Access to your personal information**

In most cases, you can gain access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the NPPs. Requests for access should be directed to the Privacy Officer, whose contact details are set out below.

### **5. What to do if you would like more information about how we manage your personal information or wish to complain about a breach of your privacy**

If you would like more information about the way we manage our personal information or are concerned that we may have breached your privacy and wish to make a complaint, please contact us by calling us on (02) 9434 2400 or by writing to us at the postal or email address set out below: **Locked Bag 888, Milsons Point NSW 1565 - [info@gainsworth.com.au](mailto:info@gainsworth.com.au)**

### **6. Changes to our privacy policy**

From time to time, it may be necessary for us to review and revise our privacy policy. We reserve the right to change our privacy policy at any time. We may notify you of any change to our privacy policy by any means we choose including by email, by other electronic communication, by sending you a revised copy or by otherwise informing you that a revised copy of our privacy policy is available on request.