

Declarations & Authorities – All People

All applicants must carefully read this section. By signing below they each agree to the following:

Agreement to obtaining credit information

I agree:

- (a) to Westpac and any other person or company who acts as agent for Westpac in processing my application or managing my loan if my application is approved or who at any time performs a task that is reasonably necessary for purchasing, funding or managing, or processing an application for, a loan by means of a securitisation arrangement (each referred to as a **Loan Party**) doing the following unless the law says they cannot even if I consent:
- (i) obtaining a report about my commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons or from my accountant, for the purpose of assessing this application and for the purpose of assisting in collection of overdue payments in respect of the loan applied for;
 - (ii) where I am applying for a business or investment loan, obtaining from a credit reporting agency a credit report containing information about my personal credit worthiness for the purpose of assessing my application and for the purpose of assisting in collection of overdue payments in respect of that loan; and
 - (iii) to Westpac giving to and obtaining from any credit provider named in this application or in a credit report on me issued by a credit reporting agency, information about my credit arrangements for the purposes of:
 - (A) assessing my application or notifying a default by me;
 - (B) allowing another credit provider to ascertain the status of my obligations to Westpac where I am in default with one or more other credit providers; and
 - (C) generally assessing my credit worthiness.I understand the information exchanged can include any information about my 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;
- (b) to any lenders mortgage insurer (**Mortgage Insurer**) seeking from a credit reporting agency and using:
- (i) commercial credit information (concerning my credit worthiness or credit history); and/or
 - (ii) a personal or consumer credit report,
- for the purpose of assessing:
- (iii) whether to provide mortgage insurance to, or the risk of providing mortgage insurance to, Westpac in respect of a loan to me; and
 - (iv) the risk of me defaulting on the loan,
- and, where permitted by the Privacy Act, for any other purpose arising under a contract for mortgage insurance entered into between Westpac and the Mortgage Insurer.

Disclosure to credit reporting agency

I understand that the Privacy Act allows a Loan Party to give a credit reporting agency certain personal information about me and my credit application including, to the extent applicable:

- permitted information about me which will allow me to be identified;
- cheques drawn by me for \$100 or more which have been dishonoured more than once; and
- in specified circumstances, that in the opinion of Westpac I have committed a serious credit infringement;
- the fact that I have applied for credit and the amount of credit applied for;
- the fact that Westpac is a current credit provider to me;

FOR USE WITH ONLINE APPLICATIONS ONLY

- payments which have become overdue by more than 60 days and for which collection action has commenced; and
- that credit provided to me by Westpac has been paid or otherwise discharged.

This information may be given before, during or after the provision of credit to me.

Authority to disclose Adverse Credit Information

I understand that if Westpac declines this application due to adverse information on my personal credit file, then each applicant may be notified that the application has been declined wholly or partly on information derived from a personal credit report relating to me.

Other uses of personal information

I agree that:

- (a) where the Privacy Act allows, or allows provided I agree:
- (i) any Loan Party;
 - (ii) any Mortgage Insurer;
 - (iii) any broker, financial consultant or other person through whom this application was made or through whom I was introduced to Westpac; and
 - (iv) any insurer under any insurance policy applied for or taken out by me in connection with any loan or any security property,
- (each referred to as a **Relevant Party**) may exchange with each other any personal information about me including:
- (v) any information provided by me in, or in connection with, this application, an insurance proposal related to the loan or the security property or any application, proposal or contract with or to another Relevant Party;
 - (vi) any other personal information I provide to any Relevant Party or which any Relevant Party otherwise lawfully obtains about me; and
 - (vii) any transaction details or transaction history arising out of my arrangements with any Relevant Party;
- (b) that if any Loan Party or Mortgage Insurer engages anyone (a **Service Provider**) to do something for it or on its behalf (for example a valuer, mailing house, a marketing company, a data consultant, an IT contractor or a lawyer) then the Loan Party or Mortgage Insurer and the Service Provider may exchange with each other any personal information which relates to me which is referred to in (a) above and any other personal information the Service Provider lawfully obtains about me in the course of acting on behalf of, or on the instructions of, that Loan Party or Mortgage Insurer;
- (c) that any information referred to in (a) or (b) above which relates to me can be used by any Loan Party or Service Provider:
- (i) for any purpose related to this application or the funding, making, administration or repayment of the loan applied for;
 - (ii) for communication in relation to features and options on the loan applied for;
 - (iii) if I also apply for a credit card, to administer and promote any rewards program or other program relating to the credit card product I have selected; and
 - (iv) for planning, product development and research, and may be disclosed by a Loan Party or Service Provider in connection with the acquisition or refinancing of the security property (for example, to the vendor of the property or an outgoing financier or their respective solicitors to arrange a settlement);
- (d) that if any loan applied for in this application is to be mortgage insured, the Mortgage Insurer may use my information to:
- (i) assess the risk of:
 - (A) providing lenders mortgage insurance to Westpac;
 - (B) me defaulting on my obligations to Westpac;
 - (ii) administer or vary any lenders' mortgage insurance cover

Declarations & Authorities All People – continued

provided, including enforcing the mortgage in the place of Westpac;

- (iii) conduct risk assessment and management activities including credit scoring, portfolio analysis, reporting and fraud prevention; and
- (iv) comply with legislative and regulatory requirements, and may disclose my personal information to valuers and reinsurers and, if Westpac transfers its lenders' mortgage insurance to another mortgage insurer, that mortgage insurer;

(e) to any Loan Party giving to a guarantor or proposed guarantor (for the purpose of considering whether to offer to act as guarantor), personal information (including financial information and information derived from any credit report referred to above) about me and all other information, including copies of documents, the relevant Loan Party sees fit concerning my finance arrangements with Westpac or the performance or observance of those finance arrangements.

As well as sharing my personal information with each other, with other Relevant Parties and with Service Providers, I agree that the Loan Parties and the Mortgage Insurer may disclose my personal information to:

- their respective related companies, whether in Australia or overseas;
- my referees, including my employer and my accountant;
- if I give an authority for my financial or legal adviser to obtain information from any Loan Party or Mortgage Insurer, my legal or financial adviser;
- rating agencies;
- government and other regulatory bodies (eg land titles registrars and the Australian Prudential Regulation Authority);
- debt collection agents if I default on my obligations to Westpac;
- payment system operators; and
- if I have applied for a credit card, merchants and MasterCard, Visa and/or American Express (as applicable) and any other organisation involved in the operation or administration of my credit card account or any associated rewards program,

and where otherwise required or allowed by law or where I have otherwise consented.

I understand that:

- if I fail to provide any information requested in this form, or do not agree to any of the possible exchanges or uses detailed above, my application may not be accepted by Westpac;
- documents and information supplied or presented for identification purposes may be verified by Westpac with an appropriate third party;
- I can access most personal information that members of the Westpac Group hold about me (sometimes there will be a reason why that is not possible, in which case I will be told why); and
- to find out what sort of personal information members of the Westpac Group have about me, or to make a request for access, I can call 132032.

The Westpac Group means Westpac Banking Corporation (Westpac) and its related bodies corporate.

Banker's Opinion

By signing below each applicant authorises Westpac to give and receive a banker's opinion for purposes connected with its business, trade or profession.

Other acknowledgements and agreements by each applicant

Each applicant, in relation to himself or herself and the loan (and, if applicable, credit card) he or she has applied for :

- confirms that the information contained in this form is in all respects

complete and accurate and is not, by omission or otherwise, misleading;

- acknowledges that Westpac will rely on the information in this form, and the confirmations above, when making its decision whether to approve the application;
- acknowledges that this form is not to be regarded as an offer or acceptance of credit under any legislation relating to the provision of credit. The information provided in this form will not become part of any contract for credit which may come into existence between any applicant and Westpac;
- understands that only Westpac can decide whether this application is approved and that any person who may have introduced me to Westpac (including a broker) has no authority to give that approval or otherwise to act on behalf of Westpac in any capacity; and
- acknowledges that any broker acting on my behalf in connection with this application, or any other person who introduced me to Westpac, may be paid a commission if this application is approved.

Members of the Westpac Group would like to be able to contact you, or send you information, regarding other products and services. The terms and conditions under which Westpac provides the loan applied for will explain what action to take if you do not wish to receive this information.

Authority and Disclosure Acknowledgement

I/We refer to the enquiry for finance ('Loan Application') to be referred to you by the Broker named in the 'Introducer Application Pack' and confirm and acknowledge the following:

1. I am/We are the borrower(s) as stated in the Loan Application and have authorised the Broker (including the Broker's permitted agents, substitutes, successors or assigns) to be my/our authorised agent, with full authority to do all things in connection with giving and receiving information relevant to the Loan Application.
This may include, without limitation, receiving any notice or communication or reports on my/our behalf in connection with, or related to, credit worthiness. The Loan Application means this application for finance, and if this application for finance is approved will include any of my/our subsequent applications for an increase or top up to this loan. This authority will not be revoked unless I/we have first given the Lender seven days notice in writing.
2. The Broker has no authority to act on behalf of the Lender in any capacity.
3. The Lender may, in its absolute discretion, communicate or otherwise deal with me/us directly in relation to any matter concerning the Loan Application.
4. Prior to signing the Loan Application, the Broker informed me/us that the Lender would pay the broker commission if the Loan application is approved and the loan drawn.

The Broker also informed me/us that the amount of commission, to the extent that it is ascertainable, will be disclosed in my/our Loan Offer provided by the Lender. The Lender may periodically disclose to the Broker my loan account number and account balance for the purpose of allowing the Broker to verify commission which may be payable to the Broker in relation to my loan.

CREDIT HISTORY OVER PAST 12 MONTHS

	Person 1	Person 2
Have any of your loan(s) been in arrears, or you exceeded the agreed credit limit on any credit/store card at any time?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
IF YES, was the arrears or limit exceeded for more than 40 days?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM ACT 2006 REQUIREMENTS - ALL PEOPLE

I state that the account(s) will be held in the name(s) of a person(s) and will not be held in trust.

Is either Person 1 or Person 2 known by any other names?

Yes No If 'Yes', give details of other name(s)

Person 1
 Person 2

Note: It is an offence under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to make a false or misleading statement.

NOMINATION OF APPLICANT TO RECEIVE NOTICES

This is optional. It may be completed where there is more than one applicant for a loan which is for personal purposes and all applicants want to nominate one of the applicants to receive notices and documents on their behalf.

I have/each of us has the right to receive a copy of any notice or other document under the National Credit Code directly from Westpac. By signing this nomination I am/we are giving up the right to be provided with information from Westpac directly.

I/we nominate [insert full name of person nominated]

to receive notices and other documents under the National Credit Code on behalf of me/all of us.

We acknowledge that each of us has the right to cancel his/her nomination by advising Westpac in writing at any time.

LOAN PURPOSE

I need the loan wholly or predominantly for the following purposes:

<input type="checkbox"/> Personal or investment in residential property	Do not sign this declaration
<input type="checkbox"/> Business	Please read, sign and date the 'Declaration of Purpose' section below
<input type="checkbox"/> Investment purposes other than investment in residential property	

DECLARATION OF PURPOSE

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property (or for both purposes).

Important

You should only sign this declaration if this loan is wholly or predominantly for business purposes or investment purposes other than investment in residential property. By signing this declaration, you may **lose** your protection under the National Credit Code.

Signature of **Person 1** Date

Signature of **Person 2** Date

PREDISCLOSURE OF INFORMATION TO BE PROVIDED TO A GUARANTOR (if applicable)

If a Guarantee is to be taken as security, the Lender is required to provide the Guarantor with information about you (including financial information), to assist the Guarantor make an informed decision on whether to guarantee your loan. You can preview the information that we will provide the Guarantor. Please indicate (below) if you wish to preview the information that will be provided to Guarantor.

I would like to preview the information that the Lender will provide the Guarantor.

No Yes

Note: If you do not complete this section, the Lender will automatically provide the Guarantor with information about you (including financial information) without giving you the opportunity to preview the information.

SIGN HERE - ALL PEOPLE

All Applicants must sign below

BY SIGNING BELOW:

- (a) I/we acknowledge that I/we have read and understand each section of this application form;
- (b) I/we agree to and give each of the authorities, consents, acknowledgements and confirmations set out in the section titled "Declarations and Authorities"; and
- (c) If a name is completed in the section above titled "Nomination of Applicant to Receive Notices" I/we also make the nomination set out above.

Signature of **Person 1** Date

Full name (please print)

Signature of **Person 2** Date

Full name (please print)

Thank you

for taking the time to apply for a loan with us.