

## Credit Guide

This Credit Guide provides you with the key information that you need to know to make an informed and confident choice when engaging our products and services.

This Credit Guide summarises our goals and standards, offerings, fees, and commissions. Please don't hesitate to ask if you need more information or clarification.

This Credit Guide has been generated by:

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<b>Organisation/Trading Name</b>	SMS Finance		
<b>Address</b>	Suite 13, The Sebel Building, 20 Aerodrome Road Maroochydore, QLD, 4558	<b>Phone:</b>	0754300900
		<b>Fax:</b>	0754300999
		<b>Mobile:</b>	0409-588-439
<b>Email Address</b>	homeloans@smsfinance.com.au		
<b>Australian Credit Licence name and Australian Credit Licence number</b>	SMS FINANCE 2 PTY LTD (ACL# 518693)		
<b>Australian Company Number of ACL holder</b>	605669574		

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## Overview

We hold the necessary mortgage broking experience and qualifications in accordance with the National Consumer Credit Protection Act, 2009 to provide you with assistance. We are required to meet specific competency standards relating to educational and professional development. You can be confident that we are held accountable to not only our organisation's high ethical standards / values, but also have a responsibility to maintain the regulatory standards that are set by both Commonwealth and State governments.

Our mission is to ensure we offer our clients the best service and most appropriate products to suit their individual needs through our professionalism and attention to detail. Ultimately, our goal is to ensure applicants are provided with a loan that meets their objectives.

We guarantee to listen to your needs and your instructions, ensuring that there is collaborative agreement through each step of the finance application process.

Our relationships and alliances with likeminded quality organisations ensure we are positioned to offer the best quality service as well as offering complementary financial services where appropriate.

## Suitability of Loans to Your Financial Objectives

By law, before entering into a specific credit contract, we are obliged to conduct a Preliminary Credit Assessment to determine what kind of loans would be suitable for you. In consultation with you, we will explore and discuss with you your financial situation, financial objectives and borrowing needs before we determine which loan product may suit your requirements.

For the purposes of the Preliminary Credit Assessment, we will need to ask you some questions in order to assess whether the loan or lease 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.

The assessment will be conducted prior to recommendation of a particular product. The assessment will involve collection and verification of financial information to determine the appropriate loan amount and the loan costs associated with entering a credit contract. This will ensure that your circumstances will be assessed appropriately and that the options suggested will not place you in financial hardship. Once completed, this Preliminary Credit Assessment is only valid for 90 days. A copy of the Preliminary Credit Assessment will be available to you, on request - this will be available up to 7 years after we provide you with credit assistance

Prior to the Preliminary Credit Assessment being conducted, we may provide you with Product summaries that highlight various key features and benefits of the product. We may also provide you with Product Comparison documents that allow you to compare the features and benefits of each product and assess the suitability to your requirements.

## Lender and Products

### Lenders available

We aim to provide you with information from a range of lenders and products / loans. Once you have chosen a loan that is suitable for you, we will help you obtain an approval.

### Commonly used lenders

The list below documents the 6 most commonly used Lenders by my licensee. This does not necessarily reflect all of the financial institutions that my licensee is able to conduct business through.

However, if less than six lenders are displayed below, this is a summary of the lenders that my licensee is able to utilise for loan submission purposes

Financial Institutions	Percentage of applications submitted in the past 12 months
1. Commonwealth Bank	48.24%
2. Macquarie Bank	11.36%
3. ANZ	8.1%
4. Suncorp	7.85%
5. Bankwest	4.63%
6. St George Bank	4.48%

## Fees, Charges, Commission and Disclosures

### Fees payable by you to third parties

When the credit application (loan) is submitted, 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.

### Fees payable by you to the licensee

If a fee is payable by you, this will be disclosed in a Credit Quote that will be provided to you. If a Credit Quote is not supplied, this will indicate that we do not charge consumers any fees.

### Payments received by the licensee

Please take notice that the licensee may receive fees, commissions, or financial rewards from Lenders or Lessors in connection with any finance we arrange for you. These fees are not payable by you.

The commission / brokerage amount depends on the amount of the finance and may vary from product to product. We can provide you with information about a reasonable estimate of those commissions and how the commission is worked out if you require.

Commissions are paid based on a percentage of the loan balance that is drawn down which in most cases will be net of any amounts you hold in an offset account. The way commissions are calculated and paid to us by lenders may vary. By following the responsible lending requirements, we will ensure the loan recommended to you is not unsuitable for your situation and objectives.

### 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.

### Tiered Servicing Arrangements

Through your broker's relationships with lenders they may have access to tiered servicing arrangements. The benefits of this access to these arrangements can include faster processing, better information or greater levels of assistance provided for obtaining loan approval. Your broker will advise you of any tiered service arrangements that are in place with a particular lender that they have proposed at the time recommendations are made.

Access to this program is not based solely on the volume of new or existing lending your broker's customers have with each respective lender and does not entitle them to any additional commissions outside of what they have disclosed to you, any additional payments or preferential customer discounts.

Your AFG broker is prohibited from accepting gifts or inducements over

**Other disclosures,  
benefits or interests**

Your AFG broker is prohibited from accepting gifts or inducements over \$350. Any benefit given to your broker greater than \$100 and less than \$350 will be recorded in a Gifts Register. A copy of your broker's register is available to inspect on request. If you wish to inspect the register, please contact your broker.

## Complaints

Irrespective of our status as a licensee, representative or credit representative, our reputation is built on matching the appropriate product(s) to the individual's requirements. We go to great lengths to ensure satisfaction with our services and offerings. However, there may be instances from time to time, where applicants may be dissatisfied with the outcomes of our consultation process. If you have a complaint about the service that we provide, the following steps or avenues for resolution are available to you.

### Step 1

Most complaints arise from miscommunication and can usually be fixed quickly. So, please contact John McNamara first and express about your concerns.

### Step 2

If the issue is not satisfactorily resolved within 5 working days by talking with John McNamara, we will apply our internal complaints process to manage your complaint appropriately. In this instance, the complaint will be internally escalated to our Complaints Officer. You may also contact the Complaints Officer directly.

### Complaints Officer

<b>Name</b>	John McNamara
<b>Phone</b>	0754300900
<b>Email</b>	john@smsfinance.com.au
<b>Address</b>	Suite 13, The Sebel Building, 20 Aerodrome Road, Maroochydore Qld 4558

**Note:** 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.

By using our internal complaints process we hope to assist you to resolve your complaint quickly and fairly. The maximum timeframe in which to provide a written response to you is 45 days, although in pursuit of best practice and the reputation of our organisation, we aim to resolve these issues in a much shorter time frame.

### Step 3

Although we try hard to resolve a customer's concern in the most considerate and direct manner, if you are not completely satisfied after the above steps have been attempted, you still have other avenues available to resolve the dispute. This is then managed externally and independently.

This external dispute resolution (EDR) process is available to you, at no cost. Two EDR schemes may be listed below. This indicates that the Credit Representative and their authorising Licensee are both required to be members (independently) of an ASIC approved EDR scheme. Where a Credit Representatives EDR is displayed, please contact that EDR scheme in the first instance for complaint escalation.

EDR (Licensee)	
<b>Name</b>	AFCA
<b>Phone</b>	1800 931 678
<b>Address</b>	Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

## Things you should know

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 don't provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.

Broker Signature \_\_\_\_\_ Date \_\_\_\_\_  
Broker Name:

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
Client Name:

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
Client Name:

Each consent given in this document continues until withdrawn in writing.

## Privacy Disclosure Statement and Consent

I/We consent to you using Personal Information, financial information and Credit Information about me/us for the purpose of arranging or providing credit, providing credit assistance, insuring credit, and for direct marketing of products and services offered by you or any organisation you are affiliated with or represent each of which may contact me/us for such a purpose including by telephone and electronically and acknowledge that you may receive a fee or commission for referring me/us to a product or service provider, such as an insurance provider. In this document "you" means each of Australian Finance Group Ltd (AFG), each subsidiary of AFG, the Appointed Credit Service Provider and their organisation and any assignees or transferees of the commissions relating to any credit provided to me arranged by the Appointed Credit Service Provider or their organisation. In this document, 'Personal Information' includes any sensitive information (including health information) and any information I/we tell you about any vulnerability I/we may have.

The Personal Information provided by me/us will be held by you. I/We can obtain a copy of AFG's Privacy Policy at [www.afgonline.com.au](http://www.afgonline.com.au). Your privacy policy contains information about how I may access or seek correction of my Personal Information, how you manage that information and your complaints process. If I/we do not provide the requested Personal Information, I/we acknowledge that you may be unable to assist in arranging finance or providing other services.

You may disclose Personal Information about me/us to the following types of entities, some of which may be located overseas (including in USA, Canada, Malaysia, India, Ireland, the United Kingdom, Serbia and the Philippines):

- any persons who provide credit or other products or services to us, or to whom an application has been made for those products or services;
- any financial consultants, accountants, lawyers and advisers;
- any industry body, tribunal, court or otherwise in connection with any complaint;
- any person where you are required by law to do so;
- any of your associates, related entities or contractors (including printing/publication/mailling houses, IT service providers, cloud storage providers, lawyers/accountants);
- our referees, such as our employers, to verify information we have provided;
- any person considering acquiring an interest in your business or assets; and
- any organisation providing online verification of our identities.

## Credit Information

I/We hereby authorise you to receive Credit Information from any lender about my/our credit affairs, and to provide any relevant real estate agent, lawyer, conveyancer, agent or person authorised by me access to my Credit Information, with details of whether finance has been approved for us, and if it has, the terms of that approval, including providing a copy of any approval letter.

I/We appoint you as our agent and authorise you to obtain our Credit Information (including both consumer and commercial credit reporting and eligibility information) from a credit reporting body on our behalf. You are authorised to use that Credit Information to assist you to provide services, including credit assistance, to me/us and to assist me/us to apply for credit. I/We acknowledge that you consent to these authorizations being provided in an electronic form (if applicable).

In this document 'Credit Information' includes information such as my/our identity information, the type, terms and maximum amount of credit provided to me/us, 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.

## Receiving Information Electronically

I/We consent to receiving credit assistance documentation and loan application information electronically. I/We 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.

## Video or Audio Conference Recording

I/We consent to you obtaining Personal Information, financial information and Credit Information about me/us by way of video conference and/or by way of audio conference for the purpose of arranging or providing credit, providing credit assistance or insuring credit and give my/our permission for that video and/or audio conference to be recorded and provided to a credit provider, insurer or government agency for this purpose.

Full Name of Applicant 1

Signature of Applicant 1

Date

Full Name of Applicant 2

Signature of Applicant 2

Date

Name of Appointed Credit Service Provider

Name and contact details of Appointed Credit Service Provider's Organisation (if applicable) including address/email/phone no.

SMS Finance

Email: [homeloans@smsfinance.com.au](mailto:homeloans@smsfinance.com.au)

**Suite 13**, The Sebel, 20 Aerodrome Road, Maroochydore Qld 4558 **PO Box 56** Cotton Tree Qld 4558  
**Phone:** (07) 54 300 900 **Fax:** (07) 54 300 999 **Email:** [homeloans@smsfinance.com.au](mailto:homeloans@smsfinance.com.au)  
**www.smsfinance.com.au** ABN : 92 632 095 008 ACL : 518693

## Privacy Disclosure Statement & Consent - Mortgage Finance

To be signed by all applicants and / or guarantors

### Overview

SMS FINANCE 2 PTY LTD, ACN 632095008,  
ABN 92 632 095 008, Australian Credit Licence : 518693  
of Suite 13 The Sebel, 20 Aerodrome Road Maroochydore Qld 4558 ('we', 'us', 'our') collects information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent. When you sign below, you agree we can, consistently with Australia's privacy and credit reporting laws, collect, use and exchange credit and personal information about you for those purposes.

### Privacy Disclosure Statement and Consent

We are collecting credit and personal information (information) about you, as applicable:

To source for you, or a company of which you are a director:

- Consumer credit for personal, household, domestic or residential investment purposes;
- Commercial credit for business purposes; or
- Other services stated in this Privacy Disclosure Statement and Consent (Consent); or

To support a guarantor application you will provide.

As your broker, we require the information we collect from you to assess your credit, or guarantor, application or the credit application of a company of which you are a director, source a suitable credit provider and any required insurances and to manage the application process, where required. If you do not provide the information sought we may be unable to process your application, or the company's application, or we may be limited in the other services we can offer you or the company.

### Your information – Collection and Credit Reporting Body ('CRB') Disclosures

When we collect information from you in the credit application process, we use that information in a number of ways to assess your credit application and to source a suitable credit provider or lessor and/or insurance provider. We may:

- Disclose your identification information to a CRB if you wish us to obtain a report on your behalf;
- Use any information the CRB provides in that report to assist us to preliminarily assess your consumer credit or guarantor application
- Disclose your personal information to an insurer or insurers to source any insurances you wish to obtain
- Disclose your credit information to a credit provider or credit providers to apply for finance on your behalf

The information we obtain from you is used, subject to compliance with Australia's privacy and credit reporting laws, only for the purposes listed in this Consent and is not disclosed to any other person except with your permission or as permitted, or required, by law.

### Credit Providers

As part of providing our services to you, we may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

We may submit your application to one or more credit providers. Those credit providers and their website addresses are set out in the Schedule at the end of this document.

A credit provider, to whom we submit an application, may disclose information about you to, and collect information about you from, from one or more CRBs.

The website of each credit provider contains details of each CRB with which it deals and other detail about information held about you and describes your key rights. This detail may be described on the credit providers' websites as 'notifiable matters', 'privacy policy', 'credit reporting policy' or 'privacy disclosure statement and consent', and includes –

- That the CRB may include information the credit provider discloses about you to other credit providers to assess your credit worthiness
- That, if you become overdue in making consumer credit payments or you commit a serious credit infringement, the credit provider may disclose that information to a CRB
- How you can obtain the credit provider's and/or CRB's policies about managing your credit information
- Your right to access and/or correct information held about you and to complain about conduct that may breach the privacy and credit reporting laws
- Your right to request a CRB not to undertake pre-screening for purposes of direct marketing by a credit provider
- Your right to request a CRB not to release information about you if you believe you are a victim of fraud

This detail will also be included by the credit provider who approves your application in the privacy disclosure statement and consent document it will provide to you.

Each credit provider website includes information on how to contact the credit provider and how to obtain a copy of its privacy documents in a form that suits you (e.g. hardcopy or email).



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**www.smsfinance.com.au** **ABN :** 92 632 095 008 **ACL :** 518693

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### Your rights

You have the right to ask:

- Us to provide you with all the information we hold about you
- Us to correct the information we hold if it is incorrect
- Us for copies of our privacy policy and this document, in a form that suits you (e.g. hardcopy or email)
- The CRB not to use your information for direct marketing assessment purposes, including pre-screening
- The CRB to provide you with a copy of the information it holds about you

You can gain access to the information we hold about you by contacting our Privacy Officer at the address above or by telephone on 07 5430 0900 or email at [finance@smsfinance.com.au](mailto:finance@smsfinance.com.au). In some cases an administration fee may be charged to cover the cost of providing the information.

Our Privacy Policy is available on our website at <http://www.smsfinance.com.au/privacy> or we will provide you with a copy if you ask us.

You can contact the CRB (Equifax/Veda Information Services & Solutions Ltd) by telephone on 1300 762 207 or email at [membership\\_query@veda.com.au](mailto:membership_query@veda.com.au)

### Disclosure and Consent

By signing below, you agree we may:

- Use your personal and credit information:
  - To assess your consumer or commercial credit and/or guarantee application and/or to assess a credit application by a company of which you are a director
  - To source any finances you required
  - To source any insurances you require
  - As the law authorises or requires;
- Disclose to, and obtain from, any prospective credit provider or insurer, information about you that is reasonably necessary to obtain the finance and insurances you require;
- Obtain from, and disclose to, any third party, information about you, the applicant(s) or guarantor(s) that is reasonably necessary to assist you obtain the finance and insurances required;
- Provide your information, including your credit report(s), to one or more of the credit providers specified in the Schedule of Credit Provides below so they can assess your application, or the application of a company of which you are a director, or your suitability as a guarantor
- Provide credit information about you to a guarantor, or prospective guarantor;

- Provide you, or the company of which you are a director, with offers or information of other goods or services we, or any of our associated entities, may be able to provide to you or the company, unless you tell us not to;
- Disclose your personal and credit information to the extent permitted by law to other organisations that provide us with services, such as contractors, agents, printers, mail houses, lawyers, document custodians, securitisers and computer systems consultants or providers, so they can perform those services for us. This includes any overseas service providers including New Zealand, Philippines, India, Singapore and the United States of America; and
- Disclose your personal information to any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us, or the contract with us of a company of which you are a director.

You also agree and consent to, as appropriate:

- A CRB disclosing consumer credit information to one or more credit providers specified in the Schedule of Credit Providers below for the purpose of assessing your application for consumer or commercial credit or your guarantor application, and/or assessing a credit application by a company of which you are a director
- When you are a prospective guarantor, a credit provider using that information to assess your suitability as a guarantor
- A credit provider disclosing your credit information (including information obtained by it from a CRB) to a guarantor, or a prospective guarantor
- A credit provider disclosing to another credit provider, for a particular purpose, information it holds about you

Where the applicant, or guarantor, is a company of which you are a director, you consent to the use of your information, in addition to the company's information, in each of the ways listed above.

### Authorisation

You authorise us, by signing this document, to make a request on your behalf to obtain credit reporting information about your consumer and commercial credit worthiness from a CRB. That information will assist us in providing our services to you. This authorisation ceases when we undertake a task on behalf of a credit provider.

### Insurance Review

I/We confirm that I /we have been advised by SMS Finance that due to my financial circumstances changing that I should review my personal and business insurance.

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[www.smsfinance.com.au](http://www.smsfinance.com.au) ABN : 92 632 095 008 ACL : 518693

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To be signed by all applicants and / or guarantors

**Applicant 1** Primary Applicant

Signature: .....

Full Name: .....

Date: ..... / ..... / .....

**Applicant 2** Co-Applicant

Signature: .....

Full Name: .....

Date: ..... / ..... / .....

**Guarantor**

Signature: .....

Full Name: .....

Date: ..... / ..... / .....

**Guarantor**

Signature: .....

Full Name: .....

Date: ..... / ..... / .....