



# COMMONWEALTH PRIVACY ACT

## PRIVACY AND CREDIT INFORMATION AUTHORISATION TO ACT ON BEHALF OF INDIVIDUALS (INTERIM AUTHORISATION)

**Bendigo Lending Services Pty Ltd**  
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Bendigo VIC 3550  
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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 introducer/broker named below.

Name of Introducer: **BENDIGO LENDING SERVICES AGENT FOR BENDIGO LENDING GROUP ABN 73 101 321 260**

Name of Applicant/s \_\_\_\_\_

Amount of \$ \_\_\_\_\_ Purpose of Finance \_\_\_\_\_

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

#### **1. Acknowledgment of Disclosure of Credit Information to a Credit Reporting Agency**

I/We acknowledge that Section 18E (8)(c) of the Privacy Act allows a credit provider(s) which the above-named 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 that 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 above-named 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 permitted 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 purposes of arranging the finance which is the subject of my/our application, the details of which appear below, 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 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;
  - f) without the information sought being collected, an Approached Credit Provider will be unable to process the application for finance;
  - 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.
- 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,

**D. OTHER ACKNOWLEDGEMENTS AND CONSENTS**

- o You confirm, where you first applied for credit orally, that the above consents were given at that time.
- o You consent to **Bendigo Lending Services/Bendigo Lending Group** exchanging information concerning your financial affairs with any person acting on your behalf including your agent, accountant, solicitor or broker.
- o You acknowledge that **Bendigo Lending Services/Bendigo Lending Group** may exchange information with government authorities as required or authorized by law including the Australian Taxation Office.
- o You agree that **Bendigo Lending Services/Bendigo Lending Group** may use your personal information for marketing purposes to tell you about other related services and products which could suit your needs.
- o You acknowledge that the above authorities and consents will continue until the credit facility provided is repaid in full and the credit facility terminated. **If you do not want this to happen please tick this box.**

|                     |   |           |      |
|---------------------|---|-----------|------|
| Full Name (Printed) | Applicant/Guarantor*<br><small>Delete whichever is<br/>inapplicable</small> | Signature | Date |
| Full Name (Printed) | Applicant/Guarantor*<br><small>Delete whichever is<br/>inapplicable</small> | Signature | Date |
| Full Name (Printed) | Applicant/Guarantor*<br><small>Delete whichever is<br/>inapplicable</small> | Signature | Date |

**ACCESS AND CORRECTION**

If you would like to know more about:

- the personal information which we hold about you
- our personal information handling practices
- gaining access to the personal information which we hold about you
- our handling of personal information about you,

Please contact us by mail, fax or phone:

**The Privacy Officer  
Bendigo Lending Services  
10 Garsed Street  
Bendigo Vic 3550  
Ph: 03 5444 5200 Fax: 03 5444 5800**

**We will also provide you with a copy of this information for which a fee may be payable. You should let us know if you think any information we hold about you is inaccurate so that we may correct it.**