



# Credit Guide & Privacy Consent



Clients:



# Credit Guide – November 2021



This is the Credit Guide of Vow Financial Pty Ltd - ABN/ACN: 66 138 789 161, Australian Credit Licence: 390261. We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009. The NCCP Act regulates the activity of lending, leasing and finance broking.

## About Us

### Credit Representative Details

Adviser Name	Credit Rep No	AFCA Member No	MFAA Member No	Email	Phone
Nirosh Weerasinghe	501741	52566	642779	<a href="mailto:nirosh@fcgbrokers.com.au">nirosh@fcgbrokers.com.au</a>	0401976188
Chamila Suraweera	512261	63852	589911	<a href="mailto:chamila@fcgbrokers.com.au">chamila@fcgbrokers.com.au</a>	0402927220
Rajat Kumar	541973	91879	720104	<a href="mailto:Raj@fcgbrokers.com.au">Raj@fcgbrokers.com.au</a>	0447336396
Justin Njuguna	542408	91711	636940	<a href="mailto:justin@fcgbrokers.com.au">justin@fcgbrokers.com.au</a>	0402618922
Dean Sacco	471773	95372	158769	<a href="mailto:dean@fcgbrokers.com.au">dean@fcgbrokers.com.au</a>	0425722621

## About Us

### CREDIT REPRESENTATIVE DETAILS

Business Name	Finance Circle Group
Address	2/222 Lonsdale St, Melbourne VIC 3000, Australia

### CREDIT LICENCE DETAILS

Australian Credit Licence	Vow Financial Pty Ltd
Credit Licence Number	390261
AFCA Licence Number	44626
Address	L11, 1 Chifley Square, Sydney NSW 2000, Australia
ABN	66 138 789 161
Phone Number	1300 656 922

## About this Credit Guide

This Credit Guide is designed to assist you in deciding whether to use the services we offer.

## Services we Provide

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

## Our Associations and Relationships

All our credit representatives are accredited with and aggregate through Vow Financial Pty Limited - Australian Credit Licence: 390261, which is a wholly owned subsidiary of Yellow Brick Road Group Limited. Vow Financial Pty Limited source finance from a panel of lenders.

Below are the six lenders with whom Vow Financial Pty Limited conducts the most business with:

- **Commonwealth Bank**
- **ANZ**
- **NAB**
- **Westpac**
- **St George**
- **Macquarie**

## Our Best Interests Duty (BID) Obligations to You

As of the 1<sup>st</sup> January 2021, the best interests duty (BID) was enshrined into law that requires mortgage brokers to act in the best interests of the consumer when providing credit assistance. BID was largely introduced to improve customer outcomes after recommendations from the Royal Commission into Misconduct in the Banking, Superannuation and Financial Services Industry were made relating to mortgage broking. The law requires us to:

- act in the best interests of the consumer when providing credit assistance;
- give priority to consumers where a conflict of interest is identified when providing credit assistance; and
- not accept conflicted remuneration.

These obligations have largely improved how:

- mortgage brokers gather and document information about a consumers' individual circumstances, requirements & objectives;
- mortgage brokers educate the consumer to make informed decisions;
- mortgage brokers assess relevant products inline with the consumers needs; and
- those options & the recommendation are presented.

## Our Responsible Lending Obligations to You

We are obliged to ensure that any loan, or principal increase to a loan, we help you to obtain, or any lease we help you enter, is not unsuitable for you. To decide this, we may 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 enquiries about your requirements and objectives;
- make reasonable enquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

Credit will be unsuitable for you if, at the time of the assessment, it is likely that the following would apply at the time credit is provided:

- you could not pay or could only pay with substantial hardship; or
- the credit will not meet your requirements or objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved. For this reason, we must ask you to provide a significant amount of information. It is important that the information you provide is accurate, complete and up to date.

We will provide you with a copy of our preliminary assessment of your application, if you ask within seven years of when we provided assistance to you. This requirement is only triggered if we give you credit assistance.

If we arrange a loan for you to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Although we may obtain a valuation, that is for our own use and you should not rely on it.

## Our Fees and Charges

Generally, no fees or charges are payable by you to us for our credit assistance. In some instances, a fee for service may be required. Details of these fees will be set out in a Credit Quote.

However, you may be charged a lender's application fee, valuation fees and other fees associated with the loan. These fees are not charged by us and will be disclosed to you prior to submission of the credit application. Please note, however, that if a valuation is conducted and you ultimately choose not to proceed with the loan, you may be liable for the valuation fees.

## Commissions

We may receive commissions from the lenders and lessors who provide finance for you as our customers. These fees are not payable by you. You may obtain information relating to reasonable estimates of those commissions and how they are calculated.

When we provide you with credit assistance, you may ask us for a reasonable estimate of the commission likely to be received, directly or indirectly by Vow Financial Pty Ltd and its credit representatives.

From time to time, we may receive financial or non-financial benefits from Vow Financial Pty Ltd, lenders, lessors or others. Some or all of a commission received by Vow Financial Pty Ltd may be paid to our Credit Representatives.

## Referral Commissions

Vow Financial Pty Limited may pay Commissions to our credit representatives for referring to our Diversification Partners such as Vow Legal. Referral Commissions may be a percentage of professional fees charged by the Diversification Partner. These fees are not payable by you.

## Referral Fees

We may pay a referral fee (i.e. commission) for third party referrals. An example of a referrer would be a real estate agent or solicitor. This fee is not payable by you. This fee will be disclosed in the Credit Proposal Disclosure Document or equivalent document. You may on request obtain a reasonable estimate of the amount of commission and how it is calculated. Vow Financial Pty Ltd and your representative may also receive a benefit for referring you to other specialist service providers.

## Internal Dispute Resolution

If you are unhappy with our services, please contact us first by contacting our Complaints Manager on the following:

### Vow Financial Pty Ltd - Complaints Manager

**Telephone** 1300 656 922  
**Email** complaints@vow.com.au  
**Post** L11, 1 Chifley Square, Sydney NSW 2000, Australia  
**Website** www.vow.com.au

We will endeavour to resolve your complaint quickly and fairly.

## External Dispute Resolution – Australian Financial Complaints Authority (AFCA)

If your complaint has not been resolved to your satisfaction, you may contact the Australian Financial Complaints Authority (AFCA), which is an independent dispute resolution scheme for financial services complaints.

**Telephone** 1800 931 678  
**Email** info@afca.org.au  
**Post** GPO Box 3, Melbourne VIC 3001  
**Website** www.afca.org.au

## Things you Should Know

You should ensure that you have approved finance, in writing from the lender, before entering a binding contract to purchase.

It is important you understand your legal obligations under the loan, and the financial consequences. If you have any concerns, you should obtain independent legal and financial advice before you enter into a loan contract.

We do not make any promises about the value or future prospects of any property you finance with us. You should always rely on your own enquiries.

Before you accept your loan offer, make sure you read the credit contract carefully to understand full details of the loan. If you have any doubts, you should obtain independent legal and financial advice before you enter into any loan contract.

We represent lenders and have obligations to them, and in particular, to not provide any information we know is misleading or deceptive. We also have obligations under the law to report any fraud, forgery, or other illegal activities. Before using our services, it is important that you understand that we have these obligations to lenders, and under the law.

Vow Financial Pty Ltd is required to have adequate arrangements in place to ensure you are not disadvantaged by any conflict of interest.

# Privacy Consent



Vow Financial Pty Ltd - ABN/ACN: 66 138 789 161, Australian Credit Licence: 390261 and our related businesses, authorised representatives and credit representatives ('we', 'us', 'our') are collecting personal and financial information about you.

We collect personal information to provide you with the services that you have requested, manage our relationship with you, for the purposes of assessing your application for finance and managing of that finance. We may also collect your personal information for the purposes of direct marketing and managing our relationship with you. From time to time we may offer you other products and services. If you would like to opt out of direct marketing material, please contact your credit representative. Vow Financial Pty Ltd is collecting personal and credit-related information about you.

1. The personal and credit-related information you provide will be held by us. Personal information may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have.
2. You appoint us your agent to act as an 'access seeker' to obtain your credit-related information from a credit reporting body (CRB) on your behalf and for the purpose of assisting you with your application for credit. You authorise us to disclose any credit-related information we obtain, including personal information, to prospective financiers in connection with your application for credit.
3. We may use credit-related information and any other personal information you provide to assist you in applying for a particular credit contract and other credit related services.
4. We may exchange the information with the following types of entities, some of which may be located overseas:
  - CRBs, including for a credit guarantee purpose;
  - persons who provide credit or other products to you, or to whom an application has been made for those products;
  - any person or entity who represents you including financial consultants, accountants, lawyers, mortgage brokers, persons holding power of attorney, guardians and advisers; any industry body, government authority, tribunal, court or otherwise in connection with any complaint regarding our services;
  - any investors, agents or advisers, trustees, ratings agency or businesses assisting us with funding for credit made available to you or any entity that has an interest in your finance;
  - where we are authorised to do so by law, such as under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth), government and law enforcement agencies or regulators;
  - any person, including any referrer, where you have provided us consent;
  - any of our associates, related entities or contractors;
  - other guarantors or borrowers (if more than one) or borrowers or prospective borrowers of any credit you guarantee or propose to guarantee;
  - your referees, such as your employer, to verify information you have provided;
  - any person considering acquiring an interest in our business or assets; and
  - any organisation providing online verification of your identity.
5. You may gain access to the personal information that we hold about you by contacting us. A copy of our full privacy policy can be obtained from our website, by visiting [www.vow.com.au](http://www.vow.com.au) or by contacting us on 1300 656 922.

Our privacy policy contains information about how you may access or seek correction of the information we hold about you, how we manage that information and our complaints process.

By signing this consent, you agree that we may collect, use and disclose your information also as specified below:

- You agree that we may collect, use and disclose your information as specified above.
- Consent to provide your personal information to a Credit Reporting Body (CRB).
- We can act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a CRB.

We may disclose personal information such as your name, date of birth and address to the CRB to obtain an assessment of whether that personal information matches information held by it.

# Declaration & Consent



- I / We declare that I am/ we are over the age of 18 and the information that we provide are true and accurate.
- I / We have read the above information and understand the reasons for the collection of my / our personal information and the ways in which the information may be used and disclosed, and I / we agree to that use and disclosure.
- I / We have read and understand that the information that I / we have provided will be shared with related and unrelated businesses as per the company's privacy policy.
- I / We understand that the parties may cancel or refuse service(s) if information is found to be false or misleading.
- I am / We are aware that I / we can access my / our personal information upon request and if necessary, correct information that I believe to be inaccurate.
- I / We understand that I / we have read and understand the information contained within this form.

**Client 1**

**Signature:**

**Date:**

---

---

**Client 2**

**Signature:**

**Date:**

---

---