



## Credit Guide & Privacy Consent

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**Australian Credit License 391230**  
Martin Warren Thomas McDonald

**Address**  
Suite 16, 1 Mona Vale Rd., Mona Vale, 2103

**Authorised Credit Representative 444479**  
Lex Luther Enterprises P L t/a Mortgage Experts

**Phone**  
1300 711 054

## Introduction

Lex Luther Enterprises Pty Ltd (ABN 58114636949) is trading as Mortgage Experts.

Mortgage Experts is an authorised Credit Representative (number 444479) of Martin Warren Thomas McDonald who holds an Australian Credit License in his own right (number 391230).

We comply with s64(1) of the *National Consumer Protection Act 2009*.

Mortgage Experts is also a member of Connective OSN Pty Ltd "Connective" which provides aggregation services for mortgage brokers including IT, training and compliance support.

We are legally obliged to provide you with the following document. If you have any questions about this document, please feel free to contact us to discuss we will be glad to assist you.

## Overview

We provide this Credit Guide to you once it becomes apparent that we are likely to provide you with credit assistance. We provide "credit assistance" when we:

Provide you with suggestions or assistance in the application of a particular credit contract with a particular credit provider; or

Provide you with suggestions or assistance in the application of an increase to the credit limit of a particular credit contract with a particular credit provider; or

Suggest you remain in a particular credit contract with a particular credit provider.

## Preliminary Assessment

When we provide you with credit assistance, we must only recommend credit products that are not unsuitable for you.

To be able to determine which loan products are not unsuitable, we are required to complete a preliminary assessment. When we make this preliminary assessment, we determine:

Your requirements and objectives – what kind of loan structure you need, and for what purpose.

Your financial and relevant personal situation.

Your ability to repay the loan that you are considering.

In assessing these factors, we are also required to take reasonable steps to verify some of the information you provide us.

This verification may include:

Asking you for copies of documents that demonstrate your financial situation.

Contacting third parties to assist in verifying the information that you provide.

Other checks we may deem prudent.

## Obtaining a Copy of your Preliminary Assessment

You may request a copy of our preliminary assessment, and we must give you a copy of it:

At any time during the first 2 of years of completion of the assessment, within 7 business days; or

Between 2 years and 7 years, after it was conducted, we must provide it within 21 business days.

There is no charge for requesting or receiving a copy of the preliminary assessment.

## General Disclosure

Mortgage Experts is a specialised mortgage broker and does not offer its own products. Any product information that is provided to you is provided to Mortgage Experts by a third party.

To provide our services to you, we have entered into commercial arrangements with the lenders as specified in Attachment A commonly known as our lender panel. Subject to meeting their credit criteria, we can arrange credit for you from those lenders. These lenders do not necessarily represent all the lenders who offer credit of the nature that you seek.

We may also from time to time be able to source lenders with whom we have not entered into an ongoing agreement with.

## Commission Disclosure

The financial benefit that Mortgage Experts will receive will in most instances be in the form of an upfront commission payment typically between 0.50% and 0.77% of the amount borrowed by you paid to us after your loan settles by the lender and an ongoing payment (trail) of typically between 0.00% and 0.33% per annum of the balance owing by you from time to time also paid by the lender.

The different commission rates paid by our panel lenders are outlined at the end of this document. The percentages of the commission include GST. In all cases and to the best of our knowledge all commissions will be disclosed to you in the "Credit Proposal Disclosure Document" before you proceed with a loan application with us.

Prior to us submitting a loan application on your behalf to your chosen lender, we will disclose to you:

The amount of financial benefit or any other benefit that Mortgage Experts and any of our related entities expect to receive from the lender.

The amount of financial benefit or any other benefit that anybody else will receive which could reasonably be expected to influence our recommendation.

Any interest or relationship we have that could reasonably be expected to influence our recommendation.

Mortgage Experts will disclose to you in writing if any referral fee is to be paid by us to a third party for your introduction.

## Lenders Tiered Servicing

We have access to tiered servicing programs through the credit providers listed below. These programs give you, as our customer, access to preferential services. Access to these programs is not based solely on the volume of loans submitted and does not entitle me to any additional commission outside of what I will disclose to you if a loan is submitted to one of these lenders. It should be noted that these preferential services do not provide customer discounts.

CBA, ING.

## Our Fees

We generally do not charge fees for home and investment loans. Most lenders we deal with regularly pay us a commission for introducing your business to them as outlined in the preceding commission disclosure section.

There are circumstances when we do charge fees, but we will always discuss if any fees are payable by you to Mortgage Experts and it will be disclosed in writing to you in our "Quote & Credit Disclosure Document" before we make a formal application to a lender on your behalf.

## Protecting your Privacy Our Privacy Policy (Summary)

Mortgage Experts understands how important it is to protect your personal information. The information in this document sets out our commitment to respect your personal information. Further information is available in the addendum at end of this document.

## We may be required or instructed to disclose your information

Circumstances in which we may disclose your information without your consent would be to a Court or Tribunal in response to a request or in response to a request or in response to a subpoena or to the Australian Taxation Office.

## Collection of Information

Where practical we will collect your I information directly from you.

## Denied access to your Information

Situations may occur where we are not required to provide you with access to your information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if you request is vexatious. An explanation will be provided to you if we deny you access to your information.

## Identifying You

It will be necessary for us to identify you in order to successfully do business with you, however, where, it is lawful and practicable to do so, we will offer you the opportunity of doing business with us, without providing us with information. Such a situation would be where you make general inquiries about interest rates or current promotional offers.

Where sensitive information is collected, stored, used or transferred about you, we will only use this information if you have consented or in the exercise or defence of a legal claim. Sensitive information may include memberships in trade or professional association or trade unions, sexual preferences, criminal record, or health.

## Personal Risk Insurances – No advice offered

We expressly do not offer any personal risk insurance such as Life insurance, TPD, trauma or loan protection etc. We recommend all borrowers seek independent financial advice to ensure adequate cover is held.

## Dispute Resolution Process

### Initial Point of Contact

If you wish to lodge a complaint regarding any contact with Mortgage Experts, please contact the principal Martin McDonald on phone number 1300711054 or by written correspondence to our office.

### Handling Complaints:

Your complaint need not be in writing and may be presented to any of the persons above by any reasonable means for example letter, telephone, in person or email.

Mortgage Experts will not charge any fee in respect of your complaint pursuant to these Rules.

### Investigating your complaint

The Complaints Contact Person has the authority to access any and all documents and records of information (including

computer systems) as may be necessary to investigate your complaint properly.

### Timeliness

We will provide a written acknowledgement of receipt of your complaint promptly unless your complaint is otherwise resolved in the meantime. Mortgage Experts will provide a substantive response to your complaint as soon as possible, but within twenty (20) days after receipt of it.

If we cannot respond to your complaint within twenty (20) days, we will inform you of the reasons for the delay and of your rights to refer the complaint to an independent body.

We will have substantially responded to your complaint if we:

- (a) Accept the complaint and, if appropriate, offer redress;
- (b) Offer redress without accepting the complaint; or

Rejects the complaint.

### Written response to consumer

We will give a written response to your complaint, which will include reasons for reaching a particular decision on the complaint that adequately addresses the issues that were raised in your complaint. Where practicable, our response will refer to applicable provisions in legislation, Codes, Standards or Procedures.

### Remedies

Where we accept your complaint, and we are of the view that it is appropriate to offer redress to you, that redress may be non-financial as well as, or instead of, financial. If we consider a financial

remedy is appropriate, then we may give you compensation for any direct loss that you have suffered.

When we are determining the appropriate remedy to be given to you and the extent of loss or damage suffered by you, consider relevant legal principles, the MFAA Code of Practice and other relevant codes of conduct, concepts of fairness and relevant industry best practice.

### Additional Contact Points

In addition to Mortgage Experts internal dispute resolution process, our clients may contact the following external party for assistance with the complaint.

### Australian Financial Complaints Authority (AFCA)

Martin McDonald - member number 42783

Lex Luther Enterprises Pty Ltd T/a Mortgage Experts – member number 46940

<https://www.afca.org.au>

Phone: 1800 931 678

## Top 6 credit providers (by dollar value settled loans in the most recent financial year)

Top 6 credit providers	Percentage of total loans settled
Macquarie Bank	37%
Commonwealth Bank	20%
ING	7%
Bankwest	7%
ANZ	6%
St George	5%
Other credit providers (8)	18%

Residential Lender Panel



## Commission Schedule: (commission %'s include GST)

<b>AMP</b>			
Residential	Upfront	0.715%	
	Trail	0.187%	
<b>ANZ</b>			
Residential	Upfront	0.687%-0.715%	0.6875% + 0.0275% if LVR is less than 80%
	Trail	0.22%	Trail in the first 3 years is 0.165% increasing to 0.22% in year 4 and beyond.
<b>Bankwest</b>			
Residential	Upfront	0.715%	Commission is calculated and capped on a maximum loan of \$3 million.
	Trail	0.220%	Year 1 to 3 - 0.165% Year 4 onwards = 0.22%
<b>Better Mortgage Management</b>			
Residential	Upfront	0.660%	
	Trail	0.220%	
<b>Commonwealth Bank</b>			
Residential	Upfront	0.715%	
	Trail	0.220%	Trail in the first 3 years is 0.165% increasing to 0.22% in year 4 and beyond.
<b>Connective Home Loans</b>			
Residential	Upfront	0.66% - 0.77%	Funded by Adelaide Bank 0.715%, Funded by Advantedge 0.77%, Funded by Pepper Money Prime 0.77% & Near Prime 0.660%, Funded by Bluestone 0.715%, Funded by Thinktank 0.66%
	Trail	0.165%-0.22%	Funded by Adelaide Bank 0.165%, Funded by Advantedge 0.165%, Funded by Pepper Money Prime 0.165% Near Prime 0.220%, Funded by Bluestone 0.165%, Funded by Thinktank 0.275%
<b>Firstmac</b>			
Residential	Upfront	0.660%	
	Trail	0.165%	
<b>Gateway</b>			
Residential	Upfront	0.715%	
	Trail	0.220%	Trail in year 1 is 0.11%, year 2 1.65%, year 3 onwards 0.22%
<b>Heritage Bank</b>			
Residential	Upfront	0.715%	
	Trail	0.275%	0.165% for year 1 and 2 0.22% for year 3, 0.275% for year 4 and beyond.
<b>ING</b>			
Residential	Upfront	0.797%	Where loan has an LVR less than or equal to 60% - 0.7975%. Where loan has an LVR greater than 60% and less than or equal to 80% - 0.6875%. Where loan has an LVR greater than 80% - 0.5775%.
	Trail	0.220%	0.165% years 1-3. Years 4 and above 0.22%
<b>La Trobe Financial</b>			
Residential	Upfront	0.550%	
	Trail	0.275%	
<b>Macquarie</b>			
Residential	Upfront	0.715%	
	Trail	0.165% - 0.22%	Trail in the first 3 years is 0.165% increasing to 0.22% in year 4 and beyond.

<b>MA Money</b>			
Residential	Upfront	0.880%	Prime Loan Residential 0.175%, Near Prime Loan Residential 0.88%
	Trail	0.220%	Prime Loan Residential 0.165%, Near Prime Loan Residential 0.22%
<b>ME Bank</b>			
Residential	Upfront	0.715%	Upfront increased from 0.66% to 0.715% effective from 1 July 2015
	Trail	0.165%	
<b>My State</b>			
Residential	Upfront	0.715%	
	Trail	0.187%	
<b>NAB</b>			
Residential	Upfront	0.715%	
	Trail	0.330%	Years 1 & 2 = 0.165% Year 3 = 0.22% Year 4 = 0.275% Year 5 on = 0.33%
<b>Pepper Money</b>			
Residential	Upfront	0.715%	Prime is 0.803% and non-conforming product 0.66%
	Trail	0.165%	Prime is 0.165% and non-conforming product 0.22%
<b>RedZed</b>			
Residential	Upfront	0.770%	
	Trail	0.165%	
<b>Resimac</b>			
Residential	Upfront	0.715%	
	Trail	0.165%	
<b>St George Bank Ltd</b>			
Residential	Upfront	0.715%	
	Trail	0.165%	
<b>Suncorp</b>			
Residential	Upfront	0.715%	
	Trail	0.275%	Trail Year 1,2 & 3 0.165%, year 4 onwards 0.275%
<b>Ubank</b>			
Residential	Upfront	0.693%	
	Trail	0.165%	
<b>Virgin</b>			
Residential	Upfront	0.660%	Upfront increased from 0.66% to 0.715% effective from 1 July 2015
	Trail	0.220%	
<b>Westpac</b>			
Residential	Upfront	0.715%	
	Trail	0.165%	

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## Privacy Policy Addendum: Disclosure statement and consent

### Part A

#### Overview

In handling your personal information, we are committed to complying with the Privacy Act 1988 and the Australian Privacy Principles.

Any reference to “we, us, our” will also include reference to our aggregator, Connective Broker Services Pty Ltd and any of its related companies (“Connective”).

We collect information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent (“Consent”). When you ask us to assist, you agree we can, consistent with Australia’s privacy and credit reporting laws, collect, use and exchange consumer and/or commercial credit and personal information (“information”) about you for those purposes.

We are collecting 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; or
  - Commercial credit for business purposes; or
  - Other services stated in this 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, to 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 Disclosure

The personal information we collect may include a broad range of information from your name, address, and contact details to other information about your qualifications, employment history and financial information.

“Personal information” may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have. We may use that information to assess your application and, where appropriate, to source a suitable credit provider or lessor and / or insurance provider. We may, as appropriate:

- Disclose your identification information to a consumer credit reporting service (“Consumer CRS”) and/or a commercial credit reporting service (“Commercial CRS”), where we hold your consent (refer Schedule 1).
- Use any information a CRS provides in its report to assist us to preliminarily assess your credit or guarantor application (references to a “CRS” could be to either a Consumer CRS or a Commercial CRS).
- Disclose your information to an insurer or insurers to source any insurances you wish to obtain; and
- Disclose your information to our advisers, aggregators, licensees and other financial intermediaries, a credit provider or credit providers to apply for finance on your behalf.

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the Philippines, India and Nepal.

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## How we protect your information

We take all reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or exposure. All Connective staff are required by the terms of their employment to maintain the confidentiality of customer information. Access to your information is restricted to those employees whose job requires that information. Access to our premises and computer systems is restricted through locks, password protection, internet firewalls and routers.

We will take reasonable steps to destroy or de-identify your personal information when your personal information is no longer required for our business functions.

## 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. A full list of the lenders (credit providers) we have access to can be provided to you upon request.

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

The website of each credit provider contains details of each CRS with which it deals and other details about information held about you, including whether that information may be held or disclosed overseas and, if so, in which countries. The websites also describe your key rights. These details may be described on the credit providers' websites as 'notifiable matters', 'privacy policy', 'Credit reporting policy' or 'privacy disclosure statement and consent', or similar.

For each Consumer CRS a credit provider uses, the website details will include the following specific information:

- That the CRS 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 commit a serious credit infringement, the credit provider may disclose that information to the CRS.
- How you can obtain the credit provider's and/or the CRS's policies about managing your 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 CRS not to undertake pre-screening for purposes of direct marketing by a credit provider.
- Your right to request a CRS 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 it and how to obtain a copy of its privacy documents in a form that suits you (e.g. hardcopy or email).

## You agree we may:

- Use your 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 require.
  - 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.



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- Provide your information, including your credit report(s), to one or more of the credit providers 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 information about you to a guarantor, or prospective guarantor.
  - Disclose your 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. Some of which may be located overseas.
  - Disclose your 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.

### **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).
- A Consumer CRS not to use your information for direct marketing assessment purposes, including pre-screening.
- A CRS to provide you with a copy of any information it holds about you.

You can gain access to the information we hold about you by contacting us at the following address: Suite 16, 1 Mona Vale Rd, Mona Vale NSW 2103.

In some cases, an administration fee may be charged to cover the cost of providing the information. Our Privacy Policy also deals with our complaints process and is available on our website or we will provide you with a copy if you ask us.

Schedule 1 at the end of this document sets out the contact details for each CRS.

### **Extended Effectiveness for Commercial Credit**

Your agreement and consent to the disclosures and consents in this document will be effective for a period of 12 months, but only in relation to commercial credit. Your agreement to this, ceases when you either withdraw it by contacting us using our details above or 12 months after you sign below, whichever first occurs. This will allow us to continue to provide our services to you without the need to ask you to sign a new privacy statement and consent each time you require commercial credit within a 12-month period. The extended effectiveness does not apply in relation to consumer credit.

Where the applicant, or guarantor, is a company of which you are a director, you consent to the disclosure and use of your information, in addition to the company's information, in each of the ways specified in this document.

### **Your consent to collect and disclose**

By asking us to assist, you consent to the collection and use of the information you have provided to us for the purposes described above.

For more information on your privacy rights please visit [www.privacy.gov.au](http://www.privacy.gov.au)

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## **Part B**

### **Your consent to provide your personal information to a credit reporting body (CRS)**

We can act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a (CRS). To do so, we may disclose personal information such as your name, date of birth and address to the CRS to obtain an assessment of whether that personal information matches information held by it.

You also agree and consent to, as appropriate:

- A CRS specified in Schedule 1 disclosing information to a credit provider 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 information (including information obtained by it from a CRS) to a guarantor, or a prospective guarantor.
- A credit provider disclosing to another credit provider, to your agent, such as us as your broker, or to a servicer, for a particular purpose, information it holds about you.

By signing this document, you consent to us making a request on your behalf to obtain information about you from one or more credit reporting service(s) and credit provider(s). That information will assist us in providing our services to you.

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Customer name

\_\_\_\_\_  
Customer name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

#### Schedule 1 - CREDIT REPORTING SERVICES

CONSUMER/COMMERCIAL CREDIT REPORTING SERVICES		
Name	Website	Telephone
Equifax	<a href="http://www.equifax.com.au">www.equifax.com.au</a>	13 83 32
Experian	<a href="http://www.experian.com.au">www.experian.com.au</a>	1300 783 684
illion	<a href="http://www.illion.com.au">www.illion.com.au</a>	13 23 33