

## ABOUT US

### OUR DETAILS

Australian Credit Licence	Yellow Brick Road Finance Pty Ltd	Australian Credit Licence Number	393195
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ABN/ACN	33 128 708 109/128 708 109
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Address	Level 11, 1 Chifley Square, Sydney NSW 2000
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Credit Representative Name	Credit Representative Number
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Email	Business Name
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Phone Number	ABN
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Address
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### November 2018

This is the Credit Guide of Yellow Brick Road Finance Pty Limited ACN 128 708 109, Australian Credit Licence 393195.

We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009.

### 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

Yellow Brick Road Finance is a wholly owned subsidiary of Yellow Brick Road Group Limited. We source finance from a panel of lenders. The lenders named below are the six lenders with whom we conduct the most business:

- YBR (Macquarie)
- ANZ
- NAB
- Westpac
- Commonwealth Bank
- ING Direct

### 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 suitable to you. 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. If we proceed on incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

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.

## 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 Yellow Brick Road Finance and its credit representatives.

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

## Loyalty Bonuses

YBR may pay Loyalty Bonuses/Commissions to our credit representatives for referring to our Diversification Partners, such as YBR Conveyancing. Loyalty Bonuses and Commissions may vary between 20% and 25% 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. You may on request obtain a reasonable estimate of the amount of commission, and how it is calculated.

YBR and your representative may also receive a benefit for referring you to other specialist service providers.

## Our Dispute Resolution Procedures

### Internal Dispute Resolution

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

#### YBR Head Office (Complaints Manager)

Telephone 02 8226 8327  
Email [complaints@ybr.com.au](mailto:complaints@ybr.com.au)  
Post GPO Box 5002  
Sydney NSW 2001

We will endeavour to resolve your complaint quickly and fairly. 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.

#### Australian Financial Complaints Authority (AFCA)

Telephone 1800 931 678  
Email [info@afca.org.au](mailto:info@afca.org.au)  
Post GPO Box 3  
Melbourne VIC 3001  
Website [www.afca.org.au](http://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.

YBR is required to have adequate arrangements in place, to ensure you are not disadvantaged by any conflict of interest.

Yellow Brick Road Finance Pty Limited ACN 128 708 109, Australian Credit Licence 393195 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.

1. The information you provide will be held by us.
2. You appoint us as your agent to act as an "access seeker," to obtain your credit information from any credit reporting body on your behalf, and for the purposes of assisting you with your finance application. You authorise us to disclose any credit information we obtain to prospective financiers, in connection with your finance application.
3. We may use your credit information and any other information you provide to arrange, or provide finance and other services.
4. We may exchange the information with the following types of entities, some of which may be located overseas.
  - Prospective funders/ lenders, mortgage managers or other intermediaries and related parties in relation to your finance requirements;
  - Other related and unrelated organisations that are involved in managing or administering your finance such as third party suppliers, printing and postal services, call centers;
  - Anybody who represents you, such as finance brokers, financial planners, lawyers and accountants;
  - Any industry body, tribunal, court or otherwise in connection with any complaint regarding our service;
  - Where we are required to do so by law;
  - Anyone, where you have provided us with consent;
  - Your employer, referees or identity verification services;
  - Any organisation providing online verification of your identity; and
  - Any person or business considering acquiring an interest in our business or assets.
5. You consent to the release of personal information relating to your investment(s), and/or insurance policies to our agents upon request.
6. 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.ybr.com.au](http://www.ybr.com.au).

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 and 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.

If you do not provide the information, we may be unable to assist in arranging finance or providing other services.

## Declaration and Consent

Do you consent for us to send correspondence to you via email?

Yes  No

Do you consent to receive marketing information from us?

Yes  No

- 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.
- I/ We declare that the information provided by me/us is true and correct for the purpose of this loan application.

CLIENT 1 SIGNATURE

PRINT NAME OF CLIENT

DATE

CLIENT 2 SIGNATURE

PRINT NAME OF CLIENT

DATE