

# 1. ABOUT

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## About us

### Licensee:

Purple Circle Financial Services Pty Ltd holds an Australian Credit Licence issued by the Australian Securities and Investment Commission (ASIC). We conduct business through a network of finance brokers who are appointed as Credit Representatives under our Licence. Purple Circle Financial Services Pty Ltd is responsible for the advice and conduct of your finance broker as set out in this Credit Guide and will ensure they always act within your best interests.

### Broker Group:

Purple Circle Financial Services Pty Ltd has a broker arrangement in place with Mortgage Specialists Pty Ltd ("broker group"), ACN 050 601 093, Australian Credit Licence No. 387025. We obtain mortgage aggregation services from the broker group.

### Credit Representative:

A "Credit Representative" is a person who has been authorised by a credit licensee to engage in specified credit activities on our behalf.

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#### AUTHORISED CREDIT REPRESENTATIVE

Adviser Name	Simon Halman
Authorised Credit Representative Number	507802
Email	simon.halman@affinityfs.com.au
Phone	+61 499 549 594
Address	13 Robinia Ct, KILMORE VIC 3764

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#### CREDIT LICENCE DETAILS

Licensee Name	Purple Circle Financial Services Pty Ltd "Us"
Australian Credit Licence Number (ACL)	486112
Licensee ABN	21 611 305 170

# 2. CREDIT GUIDE

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## Introduction

This Credit Guide (CG) provides you with important information about us and our Credit Representatives, who may provide you with credit services described in the CG.

As well as giving you important information that will help you decide if you want to use any of these services, it provides important information about:

- who we (Licensee and our Representatives) are;
- the credit services we offer to help you evaluate and make an informed decision about whether to use the services described in this CG;
- the remuneration that we and relevant persons receive for the services;
- any arrangements which may influence our services to you;
- our Privacy Statement and
- how we handle your complaints if you are not satisfied with the services provided.

## Credit Assistance

Our Credit Representatives are authorised to engage in credit activities including providing credit assistance on behalf of Licensee. They can provide you with the following Credit Assistance:

- Give you information about loan/lease products or related services
- Consider whether you are eligible for a loan or lease or any related service you requested
- Suggest a suitable credit contract, an increase to your credit limit and/or that you retain your existing credit contract
- Assist you to apply for a credit contract or an increase in your credit limit
- Recommend a suitable consumer lease or to retain your existing consumer lease
- Assist you to apply for a consumer lease.

## Our Responsible Lending obligations to you

We are obliged to ensure that any loan or 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 will need to ask you some questions in order to assess whether the loan or lease is not unsuitable, and within your best interests.

To make this assessment, we must make reasonable enquiries about your objectives and requirements and for the credit contract or credit limit increase. We must also make reasonable enquiries about your financial situation and take reasonable steps to verify this information.

It is important that the information you provide us is accurate, complete and up to date, as if we proceed on incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

We will not be able to give you Credit Assistance if our assessment shows that:

- you will not be able to meet the proposed repayments without substantial hardship, or
- the loan or lease will not meet your objectives and/or requirements.

We will prepare a written Statement of Credit Assistance. You can ask us for a copy of this Statement any time up to seven years after we provide you with Credit Assistance. To request a copy please contact us.

We will provide you with a copy:

- within seven business days after the day we receive your request, provided you make the request within seven years of the date of the Preliminary Assessment, or otherwise
- within 21 business days after the day we receive your request.

We have an obligation under the Anti-Money Laundering and Counter Terrorism Finance Act 2006 to verify your identity and the source of any funds. This means that we will ask you to present identification documents such as passport and driver licence. We will also retain copies of this information. We cannot provide you with Credit Assistance if you are unwilling to provide this information.

### Conflicts of Interest / Related Companies

As a client, you may also be referred to any related or other company of which your broker may be a director or representative of, such as Accounting, Financial Planning, Real Estate, Insurance or Property Development. These industries operate under a different authorisation structure and the services provided are distinct from the services provided under mortgage broking. There is no obligation to utilise the referred services offered by your broker and you are welcome to compare services to those in the market prior to making any commitment.

Additionally, we may access various reports via our lenders such as credit or property reports. These services are offered free to brokers and we believe it does not influence our recommendations.

If any potential conflicts are noted during the assessment of the information you provided, these will be outlined on the Statement of Credit Assistance that will be provided to you prior to lodgement of your application to a lender.

### Lenders and Lessors

Subject to meeting credit criteria, we will be able to assist you to obtain loans and leases from a broad range of lenders and lessors through our broker group.

The following are the lenders or lessors with which our licensee conducted the most business during 2021/2022: Macquarie, St George, Westpac, NAB, ANZ, Adelaide Bank

The following are the lenders or lessors with which I conducted the most business during 2021/2022: Adelaide Bank, Bankwest, Commonwealth Bank, ING, Macquarie, Latrobe Financial

The following are the lenders or lessors which we have available for access:

<b>LENDERS</b>			
	CBA	Macquarie Bank & Leasing	Prime Capital
Allium Money (Brighten Home Loans)	Citibank	ME Bank	Prospa
Adelaide Bank	Community First Credit Union	Medfin	Qudos Bank
Agiliti Capital	Firstmac	MKM Capital	RedZed
AMFIN	Granite Home Loans	Money3	Resimac
AMP Bank	Great Southern Bank	Money Place	Shift
ANZ	Heartland Seniors Finance	Mortgage Ezy	St George/BOM/Bank SA
Australian Military Bank	Hejaz Financial Services	Mortgage Mart	Suncorp
Auswide Bank	Heritage Bank	Move Bank	Thinktank
Bank Australia	Illawarra Credit Union	My State	TMB/Firefighters/Uni Bank
Bank of China	IMB (VIC Only)	NAB	UBank
Bank of Sydney	ING	Now Finance	Valiant Finance
Bankwest	Judo	ORDE Financial	Victorian Mortgage Group
Better Mortgage Management	Keystart (WA Only)	P&N Bank (WA Only)	Virgin Money
Beyond Bank Australia	La Trobe Financial	Paramount Mortgages	Westpac

Bluebay Home Loans	Latitude	Pepper	WISR
Bluestone Mortgages	Liberty Financial	Pepper Asset	WLTH
BOQ	LoanU (Coming soon)	Plenti (formerly RateSetter)	Zip Business

## Our Fees

We may charge a fee for providing Credit Assistance. More detail about those fees will be set out in a Credit Quote we will give to you before we provide you with Credit Assistance.

## Other Fees and Charges

You may be charged a lender's application fee, valuation fees and other fees associated with the loan or lease. These fees are not charged by Purple Circle Financial Services Pty Ltd or our Credit Representative. You should review the disclosure documents and your loan contract or lease for further details of any such fees and charges.

## Commissions

Purple Circle Financial Services Pty Ltd has appointed a broker group as our agent to receive commissions from lenders and lessors and to pay Purple Circle Financial Services Pty Ltd commission in relation to loan contracts or leases for which we act as a Credit Representative and provide Credit Assistance. The total amount of commission Purple Circle Financial Services Pty Ltd may receive in relation to your loan or lease may vary depending on the lender or lessor, the term, the features, the amount of the loan or lease you ultimately choose and the amount and timing of the repayments that you make. Some or all of a commission payment received by Purple Circle Financial Services Pty Ltd may be paid to our Credit Representatives.

## Loan contracts such as home loans, investment property loans

Upfront commission payable by lenders in relation to loans is calculated as a percentage of the loan amount and is generally in the range of 0.5% and 1% of the loan amount. It is usually paid after settlement of the loan.

Trail commission payable by lenders in relation to loans is generally calculated regularly (monthly, quarterly, bi-monthly or annually) on the outstanding loan balance and is paid in arrears. The trail commission payable by lenders is generally in the range of 0% per annum and 0.30% per annum of the outstanding loan amount.

## Personal Loans

Upfront commission payable by lenders in relation to personal loans is calculated as a percentage of the loan amount and is generally in the range of between 1.65% and 2.75% of the loan amount. It is usually paid after settlement of the loan.

No trail commission is payable by lenders in relation to personal loans.

## Leases

Upfront commission payable by lessors in relation to leases is calculated as a percentage of the lease amount and is generally in the range of 0.5% and 4% of the lease amount. It is usually paid after settlement of the lease. Trail commission is generally not payable in relation to leases.

Further details of the commission earned by us will be included in the Statement of Credit Assistance disclosure document we will provide to you at the same time as we provide you with Credit Assistance.

You can request information from us about the fees or commission that we are likely to receive, how they are calculated, and our reasonable estimate of the fees or commissions that will be payable.

## **Volume Bonus Arrangements**

From time to time Purple Circle Financial Services Pty Ltd, our Credit Representatives (or our broker group) may receive a benefit, directly by way of cash bonus or additional commissions or indirectly by way of training, professional development days or sponsorship, if we or our broker group write a particular volume of loans offered by those lenders.

## **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, financial planner, accountant or solicitor. This fee is not payable by you.

Further information about referral fees, including our reasonable estimate of the amount of any fees payable and how it is calculated is available from us on request and will be included in the Statement of Credit Assistance document we will supply to you when we provide you with Credit Assistance.

Purple Circle Financial Services Pty Ltd and our Credit Representatives may also receive a benefit for referring you to other specialist service providers. We will disclose this to you at the time we make the referral.

## **Ownership**

The broker group provides arm's-length services to our business which include IT systems, loan information and lodgement systems, training and development, commission processing, conferences and professional development events, and assistance with regulatory and compliance obligations. In consideration of the services the broker group gives us, we pay fees to the broker group or the broker group retains some of the commission our panel lenders pay on loans we arrange.

Our business is owned and managed independently from the broker group.

## **Our Dispute Resolution procedures**

We are committed to providing you with the best possible service. If, at any time, we have not met our obligations, or you have a complaint about any of our services, please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

If you have a complaint, try to resolve this first with our Credit Representative. If you are unable to resolve your complaint within five (5) business days, you can contact our Complaints Manager using any of the following methods.

In writing: 14A Porter Street, Beaconsfield, WA 6162, Australia  
Phone: 1300 366 406  
email: [compliance@purplecfs.com.au](mailto:compliance@purplecfs.com.au)

We may ask for additional information and request you to put your complaint in writing to ensure your issue is properly investigated. In cases where your complaint will take longer to resolve, we will update you progressively.

Our Complaints Manager will acknowledge receipt of your complaint within 24 hours. If unable to resolve the complaint/dispute to your satisfaction within five (5) business days, they will write to you advising the procedures we will follow in investigating and handling your complaint.

Within 30 calendar days from the date you lodged the complaint with us, we will write to you advising you the outcome of the investigation and the reason/s for our decision, or if required, we will inform you if more time is needed to complete the investigation.

### **Third Party Products or Services**

If your complaint relates to a product or service acquired through a third party (for example, a lender) we may ask you to contact the relevant third party. It will deal with your complaint under its complaint's resolution process.

If you are not satisfied with the resolution of your complaint by the third party under its complaint's resolution process, you are entitled to have your dispute considered by its External Dispute Resolution Scheme. Please contact the third party for further details.

### **External Dispute Resolution Scheme**

If you do not think we have resolved your complaint to your satisfaction, you may take the matter – free of charge – to our External Disputes Resolution Scheme (provided it is within the Scheme's terms of reference) as detailed below, however if our internal process is still in progress, it may request that our internal processes be complete before considering the matter further.

Our external dispute resolution service provider is the Australian Financial Complaints Authority which can be contacted via:

Telephone:	1800 931 678 (free call)
Website:	<a href="http://www.afca.org.au">http://www.afca.org.au</a>
Mail Address:	GPO Box 3, Melbourne, VIC 3001
Fax:	03 9613 6399

# 3. PRIVACY STATEMENT

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## Privacy Statement

We need to collect personal information about you to provide you with our broking and related credit services. This privacy statement tells you how we collect your information, what we use the information for and with whom we share the information. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection. In certain circumstances, we may also be required to collect sensitive information (such as health information) on behalf of the lender in the course of giving you credit assistance.

### How information is collected from you

We will collect your information from you directly whenever we can, including enquiries we make of you when you seek credit assistance from us. We may verify that information from sources referred to in the responses to those enquiries or in this privacy statement.

### How information is collected from other sources

Sometimes we will collect information about you from other sources as the *Privacy Act 1988* permits.

We will do this only if it is reasonably necessary to do so, for example, where:

- we collect information from third parties about a loan or lease in relation to which you seek our services;
- we cannot get hold of you and we rely on public information to update your contact details, or
- we exchange information with your legal or financial adviser or other representatives.

### When the law authorises or requires collection of information

We may use your information for purposes including:

- Giving you Credit Assistance,
- Giving you information about loan products or related services,
- Considering whether you are eligible for a loan or lease or any related service you requested,
- Assisting you to prepare an application for a lease or a loan,
- Administering services we provide, for example, to answer requests or deal with complaints,
- Identifying you,
- Telling you about other products or services we make available and that may be of interest to you, unless you tell us not to,
- Telling you about other suppliers, with whom we have arrangements, that supply goods or services that may be of interest to you,
- Allowing us to run our business efficiently and perform general administrative tasks,
- Preventing or investigating any fraud or crime or any suspected fraud or crime,
- As required by law, regulation or codes binding us, and
- Any purpose to which you have consented.

You can let us know at any time if you no longer wish to receive direct marketing offers from us. We will process your request as soon as practicable.

### What happens if you do not provide information?

If you do not provide your information to us, it may not be possible to:

- assist in finding a loan or lease relevant to your circumstances,
- verify your identity or protect against fraud, or
- let you know about products or services that might be suitable for your financial needs.

## Sharing Your Information - General

We may use and share your information with other organisations for any purpose described above.

### Sharing with your representatives and referees

We may share your information with:

- your representative or any person acting on your behalf (for example, lawyers, settlement agents, accountants, or real estate agents), and
- your referees, such as your employer, to confirm details about you.

### Sharing with third parties

We may share your information with third parties in relation to services we provide to you or goods or services in which we reasonably consider you may be interested. Those third parties may include:

- the broker group through which we may submit loan or lease applications to lenders or lessors on the broker group's panel. You can view our broker group's privacy notice by clicking [HERE](#) or by visiting <https://www.specialistfinancegroup.com.au/privacy-dispute-policies> It sets out how that broker group manages your personal information and where you can find its privacy policy'
- organisations which provide other products or services to you or to whom an application or referral has been made for those products and services,
- our Licensee,
- referrers that referred your business to us,
- financial services suppliers with whom we have arrangements,
- valuers,
- lenders, lessors, lender's mortgage insurers and other loan or lease intermediaries,
- organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other misconduct,
- Government or regulatory bodies as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities,
- guarantors and prospective guarantors of your loan or lease,
- service providers, agents, contractors, and advisers that assist us to conduct our business for purposes including, without limitation, storing or analysing information, mentoring/education and training as applicable,
- any organisation that wishes to take an interest in our business or assets, and
- any third party to which you consent to us sharing your information.

### Sharing outside of Australia

From time to time, we may use overseas organisations to help conduct our business. As a result, we may need to share some of your information (including credit information) with such organisations outside Australia. It is not always practicable to know in which countries those organisations are located.

Similarly, we may store your information in cloud or other types of networked or electronic storage.

As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held.

If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

### Information about other people

If you give information to us about another person (such as your co-applicant) in relation to the services we provide, you will let that other person know that:



- we have collected their information to provide those services or for any other purpose set out in this privacy notice,
- we may exchange this information with other organisations set out in this privacy notice,
- we handle their personal information in the way set out in our Privacy Policy and this privacy notice and they can:
  - access or request a copy of that privacy policy or this privacy statement, or
  - access the information we hold about that other person,
  - by using our contact details above, and
  - we may not be able to provide those services to you unless we obtain their information.

### **Feedback on the handling of your personal information**

Should you be dissatisfied with how the Credit Representative has handled your personal information, please contact us using the details listed above. We will take all necessary steps to investigate and address your concerns. If the issue you have raised is not resolved to your satisfaction, you should contact the Office of the Australian Information Commissioner at:

Telephone: 1300 363 992  
 email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
 Mail address: GPO Box 5218, SYDNEY, NSW 2001

You can obtain a copy of our full Privacy Policy by contacting us using the details above. You can learn more about the Privacy Act and your rights at <http://www.privacy.gov.au>

### **Privacy Policy**

You can find out more about how we manage your information by reading our Privacy Policy available by contacting us. Please see our contact details above. Also, you can read and obtain a copy of our Privacy Policy at the website address set out above. Our Privacy Policy sets out how you can ask us to access and seek to correct information we hold about you and how you may complain against us about a privacy issue.

**By doing business with us you agree that we may collect, use and disclose your information as specified below unless you have explicitly withdrawn your consent.**

#### **Consent to provide your personal information to a credit reporting body (CRB)**

You authorise us to act as an access seeker within the meaning of section 6L of the Privacy Act to seek and obtain credit information on your behalf for the purposes of establishing which product is most suitable for your requirements and circumstances.

If we 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. Credit information includes information such as your identity information, the type, terms and maximum amount of credit provided to you, 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.

#### **Consent to receive marketing information**

We may periodically provide you with information about new products and services available from us or from other businesses with whom we have a relationship. Your consent to our providing this information to you will be implied unless you notify us that you do not wish to receive this information.

#### **Consent to receive documents electronically**

You consent to us providing you with documents by electronic communication, you confirm that paper documents may no longer be given and electronic communications must be regularly checked for documents. Consent to the giving of documents by electronic communication may be withdrawn at any time.

**Consent to being recorded by video or audio conferencing**

You consent to us obtaining personal information, financial information and credit information about you by video or audio conferencing for the purpose of arranging credit, providing credit assistance and give your permission for that video or audio conference to be recorded for this purpose.