

# Privacy disclosure statement and consent

## Overview

In handling your personal information, Luxe Wealth Advisory Pty Limited ABN 16 645 373 413 and its individual representatives are committed to complying with the Privacy Act 1988 and the Australian Privacy Principles.

We are authorised credit representatives of Australian Credit Licence 533651, (PO Box 2390 Smithfield NSW 2164), ('we, us, our'). Any reference to 'we, us, our' will include reference to our aggregator, or Luxe Wealth Advisory Pty Limited and any of its related companies.

We collect information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent ('Consent'). When you sign below, 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.

## Privacy Disclosure Statement and Consent

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;
  - 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'), if you wish us to obtain a report on your behalf (references to a 'CRS' could be to either a Consumer CRS or a Commercial CRS);
- Use any information a CRS provides in its report to assist us to preliminarily assess your credit or guarantor application;
- 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.

The information we obtain from you is used, subject to compliance with Australia's privacy and credit reporting laws, only for the purposes listed in this Consent and is not disclosed to any other person except with your permission or as permitted, or required, by law.

## 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).

## **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 our Privacy Officer at the following address or by telephone on or email at [michelle@luxewealthadvisory.com.au](mailto:michelle@luxewealthadvisory.com.au)

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

## **Disclosure and Consent**

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By signing below, 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;
- 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.

You also agree and consent to, as appropriate:

- A Consumer CRS disclosing information to one or more credit providers specified in Schedule 1 at the end of this document 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 Consumer 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.

### **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 cease 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.

## Authorisation

By signing this document, you authorise us to make 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.

Applicant 1 or Director 1 (If signing on behalf of company applicant)		Applicant 2 or Director 2 (If signing on behalf of company applicant)	
Applicant or director Signature		Applicant or director Signature	
Full name		Full name	
Date		Date	
Guarantor 1 (including director signing as guarantor)		Guarantor 2 (including director signing as guarantor)	
Guarantor Signature		Guarantor Signature	
Full name		Full name	
Date		Date	

## Schedule 2 - 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
Tasmanian Collection Service	<a href="http://www.tascol.com.au">www.tascol.com.au</a>	(03) 6213 5555