

# CREDIT GUIDE & QUOTE

This document provides information about:

- Who we are, the services we will provide and the fee we will charge for those services
- Our responsible lending obligations under the National Consumer Credit Protection Act 2009 (Cth) and the National Credit Code
- The fees and commissions that may be received by us for arranging your loan
- What to do if you have a complaint about our services

## Who We Are

Barbagallo Financial Services Pty Ltd trading as We are Loans.

Australian Business Number: 21 113 152 793

Australian Credit Licence Number: 373552

Address: Level 1, 9 Frobisher Street, Osborne Park

WA 6117

Phone number: (08) 9231 5955

Our Finance Brokers (Representatives) are able to assist you in finding a credit provider and arranging a suitable loan to meet your objectives. This service is known as credit assistance. When providing such credit services we will be acting as your agent and not as the agent of any credit provider.

## Services

Our credit assistance services in sourcing and arranging a suitable loan or lease include:

- Obtaining further information from, including but not limited to, employers, accountants and credit checking agencies;
- Investigating suitable loans and providing you with the information about one or more loans that meet your objectives;
- Assessing, verifying and documenting information, ensuring the chosen loan is not unsuitable for you;
- Helping you complete the application, compiling the documents required by the credit provider and submitting the application to the credit provider;
- Liaising with the credit provider during the approval process, providing any further information that may be required and notifying you of the credit provider's decision;
- Assisting with the finalisation of the loan as required.

## Privacy

Your privacy is important to us, and we comply with the Privacy Act 1988 (Cth) (**Privacy Act**).

We collect personal information from you only as is necessary for the purpose of providing you with our credit services and to comply with our responsible lending obligations required by law. Sometimes this may include collecting credit information (such as your repayment history information, any default information or information regarding your credit terms and conditions) or credit eligibility information (such as information about your credit worthiness). If we are assessing an application for credit, we may have to collect this information from third parties, such as credit reporting bodies, other credit providers, your employer or your finance broker. By submitting this signed credit guide and quote, you consent to us contacting them for this purpose.

We only hold, use and disclose personal information and credit information that have been collected about you for the purpose of providing you with credit products and services, or for related purposes which might be reasonably expected. This may mean we disclose such information to other third parties such as credit reporting bodies, other credit providers, auditors, accountants, legal advisors or as required by law.

You can choose not to provide this information however, we may not be able to provide you with credit assistance services.

Occasionally, we may use your personal information to contact you directly (whether via telephone, email, post or otherwise) to keep you up to date with the range of products and services available from us. By submitting this signed credit guide and quote, unless you specifically state otherwise, you consent to us contacting you for these purposes. But if at any time you do not want us to use your information for these marketing purposes, you can opt out by contacting and telling us.

### **Our quote for providing you with credit assistance**

If you ask us to assist you in finding a credit provider, and arrange a suitable loan to meet your objectives, we have to provide you with a quote.

Our services include determining whether or not the loan contract is one that is not unsuitable for you and then assisting you to complete the documents and submitting your completed loan application to at least one of our preferred credit providers.

We may charge a once only origination fee of up to \$990 for the successful arrangement of your loan. Our origination fee will be included in the loan amount financed by your credit provider.

If your loan application is not approved there will be no fee payable by you.

Unless you sign and date the section below, or otherwise indicate your acceptance of our quote, we will be unable to provide you with credit assistance.

### **Prohibition on suggesting or assisting with unsuitable contracts**

Our general obligations to you:

The National Consumer Credit Protection Act 2009 (Cth) does not permit us to provide credit assistance to a consumer by:

- suggesting that you apply, or assisting you to apply, for a particular credit contract with a particular credit provider; or
- suggesting that you apply, or assisting you to apply, for an increase to the credit limit of a particular credit contract with a particular credit provider,

if the credit contract will be unsuitable for you.

A credit contract will be unsuitable for you, if at the time the credit assistance is provided, it is likely that:

- you will be unable to comply with your financial obligations under the contract, or could only comply with substantial hardship; or
- the contract does not meet your requirements or objectives.

We are required to make a preliminary assessment of whether the contract is unsuitable for you before we suggest that you apply or assist you to apply for a credit contract (or an increase to your credit limit).

In making this assessment, we will only take into account information that satisfies both of the following requirements:

- the information is about your financial situation, requirements or objectives; and
- at the time the credit assistance is provided:

- we had reason to believe that the information was true; or
- we would have had reason to believe that the information was true if we had made
- reasonable inquiries about you.

To enable us to do this, we will ask about your financial situation and your requirements and objectives in relation to the credit contract. We may request copies of documents such as pay slips and past tax returns. We may also ask you to supply other proof of your ability to repay the loan.

We are required to verify certain financial information. If you do not provide us with full information, we can't properly assist you. For this reason, it is important that you provide us with complete and accurate information.

You can request a copy of our preliminary assessment at any time within 7 years after we provide a credit quote. If you request a copy of your preliminary assessment we must provide you with a copy at no charge to you.

We must provide the written copy within 7 business days if your request is made within two years of the credit quote or otherwise within 21 business days. We do not need to give you a copy of the preliminary assessment if your request is made more than 7 years after the date of the credit quote or if credit assistance was not provided to you.

## **Preferred Credit Providers**

The preferred credit providers from whom we source loans are:

ANZ , Australian Financial Services, Latitude Financial Services, Liberty Financial, Westpac, Capital Finance, Bank of Queensland, Alphera Finance, Bank West, CEG, Morris Finance, Finance 1 , Money 3, Green Light Auto, Lease Plan, Latitude, Now Finance, Paramount Finance, Axesstoday, Yamaha Finance, Go Getta, Commonwealth Bank of Australia

## **Commission**

### **Commission paid by credit providers**

We will receive a commission from a preferred credit provider if you enter into a credit contract with that provider. The amount of the commission that we receive in relation to any particular credit contract depends on the credit provider, the amount of the loan and the terms of the loan. The amount of the commission can range from **0%** to 20% of the total amount financed.

In addition, we may also receive a volume bonus from a credit provider depending on the total value of loans placed with that credit provider during the month. The amount of this bonus can range anywhere from **0%** to 7% of the total amount financed and it is paid in arrears.

### **Commission paid by us**

From the commission and bonuses we receive from the preferred credit providers we may pay:

- our representatives a commission which is in addition to their salary; and
- referral fees or commissions to people or businesses that referred you to us.

You have the right to request an estimate of how much these payments may be and how the commissions or fees are worked out.

## **If you have a Complaint**

If you have a complaint about the service provided to you then please contact our Complaints Officer and tell us about your complaint. We may request that you put your complaint in writing. Once we receive your complaint, we will acknowledge receipt of the complaint, investigate the matter and endeavour to address it as quickly as possible. We aim to resolve your complaint when you first contact us. However, it may take us up to 45 days to provide a final response to your complaint. Please provide all information to:

Complaints Officer  
We Are Loans  
Level 1, 9 Frobisher Street  
Osbourne Park WA 6017

**T:** (08) 9231 5955

**Email:** [chrisbaisden@weareloans.com.au](mailto:chrisbaisden@weareloans.com.au)

Complaints in relation to your loan including complaints about default notices, hardship applications or postponement of enforcement proceedings should be discussed directly with your credit provider. We expect that we will be able to completely resolve any issues that you raise. If, despite our best efforts, you believe your complaint has not been satisfactorily dealt with, you may refer your complaint to our external dispute resolution scheme the Credit Ombudsman Service Limited (COSL). This is a free service to you and provides independent dispute resolution where required. COSL can be contacted at:

PO Box A252, Sydney South NSW 1235

**T:** 1300 138 422 **F:** 02 9273 8440 **W:** [www.cosl.com.au](http://www.cosl.com.au)

**Online Complaint Form:** [www.cosl.com.au/make-a-complaint-intro](http://www.cosl.com.au/make-a-complaint-intro)

## Consent and Acknowledgement

By signing this document, acknowledging acceptance by submitting my/our enquiry, or emailing my/our acceptance to you, I / We:

- Accept the quote provided for providing credit assistance;
- Confirm the appointment of the Credit Licensee to provide credit assistance and to arrange credit on my/our behalf;
- Consent to the Credit Licensee performing the actions outlined in the Privacy section of this Credit Guide & Quote; and
- Acknowledge that I / We have received a copy of the Credit Guide & Quote.

### Borrower One

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name  
(please print)

\_\_\_\_\_  
Date

### Borrower Two

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name  
(please print)

\_\_\_\_\_  
Date

We will not share your personal information with any third parties for marketing purposes unless we received your consent to do so.



**I consent to my details being provided to other parties**

You can opt out at any time by contacting us and telling us

Signed: \_\_\_\_\_

You can also contact us to access your personal information or credit information, to make any corrections to personal information or credit information we hold or to make privacy related complaints.

For more information about our Privacy Policy, ask us for a copy or see [www.weareloans.com.au](http://www.weareloans.com.au)

This Credit Guide applies from 20 July 2015 and remains valid unless a further Credit Guide is issued to replace it.