

# Broker application form

Introducer/distributor: \_\_\_\_\_

## Broker details

Title Mr  Mrs  Ms  Miss  Other \_\_\_\_\_

First name \_\_\_\_\_

Middle name(s) \_\_\_\_\_

Surname \_\_\_\_\_

Australian Credit Licence/Credit Representative No. \_\_\_\_\_

Email address \_\_\_\_\_

Business phone ( \_\_\_\_ ) \_\_\_\_\_ Mobile phone \_\_\_\_\_

## Physical address

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

Suburb/City \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_

### Postal address

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

Suburb/City \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_

**Industry body and aggregator (please list)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Checklist and declarations

Please include the following items with this application.

- Evidence of professional indemnity insurance

*A current policy schedule or a letter confirming your cover under a current professional indemnity policy for at least \$2,000,000 for any single occurrence and in the aggregate (capped at \$20,000,000) will be required.*

*Note: Heartland does not require you to provide the above documentation if an aggregator/distributor has provided evidence of the professional indemnity insurance covering you.*

- Copy of certificate of incorporation
- A copy of either your Australian Credit Licence, or, a current valid authorisation to be a credit representative of an Australian Credit Licensee

Please confirm that you have read, understood, and agree to the following Heartland documents.

- [Privacy policy](#)
- [Website terms of use](#)   
(which apply in respect of the use of the Heartland Reverse Mortgages broker portal)

## Please confirm the following

You acknowledge and agree that accreditation is at Heartland's sole discretion. You will not be accredited by us, and cannot distribute Heartland's products to your clients, until such time as you have:

- (a) provided us with all information we reasonably request to enable us to complete due diligence on you to our satisfaction;
- (b) completed, signed and returned this Form and any other documentation we may require from time to time to us; and
- (c) completed all training specified by us from time to time, such as *The Reverse Mortgage accreditation module* (including any Heartland refresher courses, if required)

You agree to complete any refresher training we provide to you, and acknowledge that your accreditation will lapse if any such training is not completed.

## Please confirm the following

I hereby apply to Australian Seniors Finance Pty Ltd ACN 106 822 720 ("**Heartland**") to be appointed as a broker for the purpose of the distribution of products provided by Heartland.

I declare that and agree to the following.

- All information contained in this application is true, correct and not misleading (whether by inclusion or omission).
- I have not withheld any information which could influence Heartland's decision in respect of this application.
- I acknowledge that providing this application form and supporting information does not guarantee my accreditation, which is at Heartland's sole discretion.
- I authorise Heartland to request credit reference checks, conduct reference checks with my previous employers or nominated referees and collect any personal information relevant to this application or where required by law. In collecting this information, I agree that Heartland is not required to make me aware that such information is being collected. I acknowledge and agree that in processing my application, Heartland may disclose my personal information to those persons listed above or its related body corporates, associates or associated entities (as those terms are respectively defined in section 9 of the *Corporations Act 2001* (Cth)).
- If accredited by Heartland, I agree to at all times, comply with the terms of the deed poll.

# Signature page

Date     \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Executed** as a deed poll in favour and for the benefit of Australian Seniors Finance Pty Ltd:

Individual

Signed, sealed and delivered by:

\_\_\_\_\_  
**Applicant (associate)**

\_\_\_\_\_  
**Signature**

in the presence of:

Witness:

\_\_\_\_\_  
**Witness name**

\_\_\_\_\_  
**Witness signature**

\_\_\_\_\_  
**Witness address**

\_\_\_\_\_  
**Witness occupation**

# Deed poll

You acknowledge and agree that:

## 1. Appointment

1.1. You are an independent contractor and you agree not to promote or hold yourself out as an agent, employee, partner or joint venturer of Heartland, pledge the credit of Heartland or hold out that Heartland is a linked credit provider to you.

## 2. Heartland products, applications and advertising

2.1. You agree to:

- (a) exercise due care and skill in preparing, compiling and submitting applications to us;
- (b) send us completed paper application forms (where applicable) as soon as practicable and, in any event, within 5 business days of receipt from your client;
- (c) not submit to us or permit the submission of, any application (whether in paper form or through our broker portal) which you believe contains false or misleading information (whether by inclusion or omission or otherwise) or where you are aware of any material error or illegality regarding the application or in respect of supporting documents or client information; and
- (d) promptly advise us of any change in the circumstances of a client of which you become aware before or after we issue a Heartland product to that client.

2.2. You agree not to, without our prior written approval:

- (a) make any representation or agreement on our behalf;
- (b) commit us to providing any approval or benefits;
- (c) incur any expenditure or liability on our behalf; or
- (d) induce any person to purchase Heartland products (including Heartland loans) by offering a prize, gift or other inducements.

2.3. You acknowledge that we are not obliged to approve any application for a Heartland product submitted by you, and may decline the application or approve the application subject to any terms and conditions imposed by us at our sole discretion.

2.4. You agree to comply with all laws applicable to advertising, and will not use any advertising or promotional material in relation to the Heartland products except as approved by us in writing.

## 3. Software

3.1. We may occasionally provide you with access to software and/or online platforms for the sale and marketing of Heartland products. This may include access to our broker portal, our lending systems, and any other software that we may provide. If we provide you with such access, you agree:

- (a) to use the software only for the purposes we have notified to you in writing;
- (b) to not alter, tamper with, or make copies of the software;
- (c) to comply with any rules we supply you about the use of the software
- (d) all terms, conditions and warranties implied by custom, general law or statute in relation to the provision of the software are excluded by to the extent permitted by law;
- (e) all liability for indirect or consequential loss or damage (including but not limited to lost revenue, lost profits or loss of data) incurred or suffered by you or any third party arising directly or indirectly out of the supply, delay in supplying, failure to supply or use of the software is excluded by us to the extent permitted by law.

## 4. Privacy

4.1. You agree:

- (a) to comply with the Privacy Act 1988 (Cth) and, where applicable, the Australian Privacy Principles in your dealings with us and with your clients;
- (b) to maintain the strictest confidentiality of information relating to everyone who may have business with us;
- (c) to not disclose any information about Heartland which has not already been made public without first obtaining our written consent; and
- (d) that your duty of confidentiality does not relieve you of your duty to provide us with any information which might influence our decision to issue a Heartland product.

- 4.3. Your confidentiality obligations survive termination of this deed.
- 4.4. We will collect your personal information to enable us to consider your application or where required by law.
- 4.5. We may need to disclose your personal information to members of the Heartland Australia Group Pty Limited ACN 604 859 752 group of companies, namely, any of its related bodies corporate, associates and associated entities (as those terms are respectively defined in section 9 of the *Corporations Act 2001* (Cth)) from time to time, including, without limitation, ASF Custodians Pty Ltd ACN 106 822 780 (Australian Credit Licence Number 386781). In processing your application, your personal information may also need to be disclosed to:
  - (a) credit reference organisations; and
  - (b) previous employers or nominated referees for the purposes of performing reference checks.
- 4.6. Subject to certain exceptions, you are entitled to access any personal information we hold about you. We have adopted the principles set out in applicable privacy legislation as part of our continuing commitment to the maintenance of information confidentiality. We aim to ensure that the personal information that we retain about you is accurate, complete and up to date. If you provide us with incomplete and inaccurate information, we may not be able to access your application or provide you with the authorisation you are seeking.
- 4.7. You consent to the collection, use, disclosure and storage of your personal information as outlined above and in accordance with our Privacy Policy.

#### 5. Australian Credit Licence

- 5.1. You will hold a current Australian Credit Licence, or a valid authorisation to be a credit representative of an Australian credit licensee, at all times during the term of this deed poll.

#### 6. Professional Indemnity Insurance

- 6.1. You agree to at all times during the term of this deed poll, maintain cover under a policy of professional indemnity insurance for at least \$2 million for any single occurrence and in aggregate (capped at \$20 million).

#### 7. Indemnity

- 7.1. In consideration of Heartland agreeing to accredit you as a broker, you agree to indemnify us against all losses, damages, liabilities, costs, claims and expenses which we may incur as a direct or indirect result of any act or omission (whether negligent or otherwise) by you or a breach by you of this deed.
- 7.2. This indemnity continues to apply even if this deed is terminated, and is in addition to any other right or remedy which we may have at law.

#### 8. Legislation

- 8.1. You agree to comply with all applicable laws with respect to undertaking activities as a Heartland accredited broker and pursuant to this deed, including, without limitation when engaging in a credit activity and/or carrying on a financial services business to provide financial services.
- 8.2. You agree to abide by Heartland's code of conduct and accreditation manual (and any lawful direction of Heartland) and, if relevant to you, to abide by any other professional or industry association's or body's code of conduct (including that issued from time to time by either the Mortgage Finance Association of Australia or the Finance Brokers Association of Australia).

#### 9. Termination

- 9.1. We may terminate this deed at any time with immediate effect by providing notice in writing to you.
- 9.2. You may terminate this deed at any time by giving us 7 business days' notice in writing.

# Representations

You declare that:

- There is no banning order or disqualification order under Part 2-4 of the National Consumer Credit Protection Act 2009 (Cth) in force against you;
- There is no ruling, finding or order (whether made by a court of a competent jurisdiction in any state or territory of Australia or by ASIC or otherwise) issued or in force against you;
- You are not banned from engaging in credit activity under a law of a state or territory of Australia, nor are you the subject of an enforceable undertaking agreed with or in favour of ASIC;
- Within the last 10 years, you have not been found liable of conduct which is deemed to be misleading or deceptive, or been convicted of fraud or dishonesty, or been the director or principal officer convicted of such an offence; and
- Within the last 10 years, you have not been adjudged bankrupt or been the director of a company that has gone into liquidation or receivership, nor have you been prohibited by any legislation or a Court from taking part on the management of a business or a company.

If, during the term of this deed poll, any of the representations above cease to be accurate, true and correct, you must promptly, and in any event no less than 3 business days after becoming aware of the fact, notify Heartland in writing of the details of the manner in which such representation(s) has ceased to be accurate, true and correct.