

Transfer Form

Loan Writer Residential Accreditation Transfer Form

Please complete all sections and return to accreditations@spfgroup.com.au

Section 1 - Aggregator Details

Previous Aggregator	
New Aggregator	Specialist Finance Group

Section 2 - Loan Writer Details

Given Name/s	
Surname	
Previous Name	
Preferred Name	
Date of Birth	
Business Name	
Business ABN/ACN	
Business Address	
Postal Address (if different)	
Residential Address	
Email	
Mobile	
Business Phone	

Qualification:

- | | | |
|--|-----|----|
| • Certificate IV | Yes | No |
| • Diploma in Financial Services (Finance/Mortgage Broking) | Yes | No |

Is a mentor required?

Yes No If yes, Mentor Contact Details: _____

Industry Body Membership

MFAA

FBAA

Membership Number		Membership Expiry Date	
AFCA Number		AFCA Expiry Date	
PI Policy Number		PI Expiry Date	

NCCP Licensing Details:

Please tick the applicable box below -

- ☐ I am a Credit Representative (CR) of an Australian Credit Licence Holder (ACL)

Authorised Credit Representative Number	
Entity's Licence Number	
Licensed Entity Name	

- ☐ I am an Employee/Director of an Australian Credit Licence Holder (ACL)

Employee Director

Entity's Licence Number:	
Licensed Entity's Name:	

- ☐ I am an Australian Credit Licence Holder (ACL)

Entity's Licence Number:	
Licensed Entity's Name:	

Section 3 - Residential Accreditation Codes

Lender List	Broker Code
CBA	
Westpac	
St George	
BOM	

Section 4 - Aggregator Confirmation and Declaration

I acknowledge the following:

- The Loan Writer's current status is with the Aggregator.
- All details provided in this form are true and correct.
- The Loan Writer's identity has been verified.
- As the Aggregator we hold all required current membership certificates.
- As the Aggregator we will notify all banks if there is any change to the Loan Writer's aggregator membership, licensing or representation status, in line with the requirements of the Aggregator's agreement with the applicable lenders.
- At the time of processing the aggregator transfer request, the following checks have been completed, with the findings as follows:
 - National Criminal History No adverse findings Adverse¹ findings, copy provided
 - Credit History No adverse findings Adverse² findings, copy provided
 - ASIC Reference Check Completed

Authorised Aggregator Representative Name	
Authorised Aggregator Representative Signature:	
Date signed:	

Section 5 - Loan Writer Declaration and Agreement to Terms and Conditions

DECLARATION

- Have you ever been declared bankrupt, or been subject to control under the Bankruptcy Act 1966 in the last 7 years?

Yes No

If yes, when was the bankruptcy discharged? _____

- Have you ever been found guilty of any offence or crime, or charged with any offence including fraud, dishonesty or money laundering which has not been fully determined before a court or otherwise withdrawn or dismissed?

Yes No

- Have you ever had any application for a grant or renewal of any financial services licence or registration refused or declined?

Yes No

- Have you ever had a lender, originator or industry association decline an application or withdraw your/their accreditation of membership?

Yes No

¹ Adverse defined as: anything other than a clear history.

² Adverse defined as: if any default, judgement or bankruptcy data is noted and/or if any missed or late payments have been recorded within the most recent 6 months of the date of the report.

- Have you ever had any licence, registration or permission to carry a business under any enactment suspended or canceled, or otherwise been disqualified from carrying on any occupation, profession or business?

Yes No

- Have you ever been banned from holding a company directorship?

Yes No

Please provide further details if you have answered YES to any of the above.

TERMS AND CONDITIONS

By signing this form you are agreeing to be bound by the following terms and conditions of use. Please ensure you understand them before you sign.

User acknowledgment - You guarantee and warrant that you are authorised by the Introducer organisation you work for to bind that organisation to these terms and conditions of use as though references to “you” include references to your organisation (unless the context requires otherwise).

Security – To maintain security you must keep your Access Codes and broker numbers confidential and never store them together. You must not keep your Access Codes or Broker Numbers in any form, whether encoded or not encoded, in a location where it is capable of being copied or used by any person other than you. Your Access Codes should be changed on a regular basis to maintain confidentiality. You must immediately notify the applicable lender if you know that your Access Code has been compromised or become known to a third party, or if you know of any unauthorised use of your Access Code. In these circumstances, you must immediately change your Access Code.

Indemnity – You agree to indemnify all Lenders and Aggregators against any claim, loss, cost, damage, action or expense which any Lender or Aggregator may experience arising from your use of any of the Lender’s websites, your failure to keep your Access Code confidential, the use of these sites by any person on your behalf or the use of your Access Code by any other person, including any use not approved or contemplated by you.

No warranty - Except where expressly stated otherwise, all Lenders and Aggregators make no warranties or guarantees. All terms implied by law, except those that cannot be lawfully excluded, are excluded. All Lenders and Aggregators do not represent or guarantee that the site will be free from errors or viruses. All Lenders and Aggregators do not represent or guarantee that access to the lenders websites will be uninterrupted. You acknowledge that the site may be affected by outages, faults, or delays. Such outages, faults, or delays may be caused by factors, including without limitation, technical difficulties with the

performance or operation of all Lenders and Aggregators or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures.

Liability of all Lenders and Aggregators – all Lenders and Aggregators will take reasonable commercial steps to ensure the information provided by the site is accurate and current. To the extent permitted by law, all Lenders and Aggregators will not be liable for any loss, damage, liability, claim or expense whatsoever, whether in contract, tort including negligence, statute or otherwise, arising out of or referable to use of the site, including out of:

- any omission, error or inaccuracy in information provided on the site;
- any unauthorised access to information on the site (including your customer details); or
- the unavailability of the site or the failure to perform in whole or in part, any function on the site.

Where any term or condition imposing liability is implied through the operation of any law, and that term or condition cannot be excluded, all Lenders and Aggregators liability under that term or condition will be limited (in all Lenders and Aggregators discretion) to the resupply of the services or facilities provided, or the cost of having such services or facilities resupplied.

Changes to the site – all Lenders and Aggregators reserve the right to change, remove or add to the information provided on the site and to limit access or cease providing information on the site.

Change of Conditions – all Lenders and Aggregators reserve the right to change the terms and conditions of use of the site without prior written notification.

Denial of Access – all Lenders and Aggregators reserve their discretion to withdraw, suspend, terminate or deny access to the site and/or particular customer details at any time without prior notice to you, and in addition, may cancel your Access Code, including where:

- you fail to keep your Access Code and Broker Number secure;
- you use the site in contravention of the law;
- you act fraudulently, or all Lenders and Aggregators reasonably consider that your conduct could be fraudulent;
- you breach these terms and conditions of use; or
- in our opinion, there are concerns regarding security or unauthorised access.

The withdrawal, suspension, termination or denial of the site does not affect the conditions in these terms and conditions of use including relating to your obligations to indemnify all Lenders and Aggregators and limitations on all Lenders and Aggregators liability.

Internet Access – While all Lenders and Aggregators have put in place certain security systems on their Internet sites, they are unable to guarantee in all circumstances that the site or the information contained on the site will not be subject to unauthorised access. To the extent permitted by law, all Lenders and Aggregators will not be liable for any loss, damage, claims, expenses arising from unauthorised access to the site or the information (including customer records) retained on the site.

Availability of site - You are responsible for ensuring that you have alternate contingency plans in place to enable you to conduct your business or transaction by other means should the site be unavailable.

Links - The site may contain links to websites operated by third parties. All Lenders and Aggregators do not sponsor, endorse, or approve of the operators of linked websites, or any material that may be found at linked websites. Subject to any applicable law that cannot be excluded, all Lenders and Aggregators make no warranties or representations regarding the content of linked websites or any products or services

available through linked websites. You must not establish any link to the site without express written permission of all Lenders and Aggregators.

All Lenders and Aggregators reserve the right to call for evidence of Anti Money Laundering & Counter-Terrorism Financing accreditation at any time.

*Copyright and trademarks - Copyright in material comprising the site is owned or licensed by all Lenders and Aggregators unless indicated otherwise. All rights are reserved.

Section 6 - Privacy statement

PRIVACY STATEMENT / DISCLOSURE

What this statement is about

Your right to privacy is important to us. This statement explains your privacy rights and our rights and obligations in relation to your personal information.

The Privacy Act 1988 regulates the way Organisations ("we") use personal information provided about you. Please read the following carefully as it sets out how we may use information about you.

You need not give us any of the personal information requested in the Application for Accreditation form or any other document or communication relating to the application. However, without this information, we may not be able to enter into an Originator Manager Agreement with you.

You may seek access at any time to personal information held by us about you and ask us to correct it if you believe it is incorrect or out of date.

How we may use your personal information

We use your personal information to:

- ☐ assess whether to accept your Originator Application for Accreditation form,
- ☐ administer and manage our relationship with you,
- ☐ facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing,
- ☐ and inform you in your business capacity of products and services provided by us which we consider may be of value or interest to your clients unless you tell us not to.

Our right to disclose your personal information

We may disclose your personal information if it is necessary to do so in the following circumstances:

- ☐ to any regulatory body,
- ☐ to any credit reporting agency to obtain a commercial and/ or consumer credit report, trade reference or other commercial and/or consumer information about you to accept your Originator Application for Accreditation form,
- ☐ to our external service providers that provide services for the purposes only of our business, on a confidential basis, for example advisers and mailing houses,
- ☐ to any persons acting on your behalf, including your solicitor or accountant, unless you tell us not to,
- ☐ to any party acquiring an interest in any business, and
- ☐ if you request us to do so or if you consent or where the law requires or permits us to do so.

Your authority to us

By signing this Originator Application for Accreditation form you authorise us to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement.

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other than you. Your Access Codes should be changed on a regular basis to maintain confidentiality. You must immediately notify the applicable lender if you know that your Access Code has been compromised or become known to a third party, or if you know of any unauthorised use of your Access Code. In these circumstances, you must immediately change your Access Code.

Subject to any applicable law that cannot be excluded, all Lenders and Aggregators make no warranties or representations regarding the content of linked websites or any products or services available through linked websites. You must not establish any link to the site without express written permission of all Lenders and Aggregators.

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By signing this application I confirm all details provided are true and correct:

Signature of Loan Writer:	Date signed:
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