



**CASH NOW PTY LTD  
 PRIVACY ACT  
 ACKNOWLEDGMENT  
 AUTHORITY AND AGREEMENT**

*In accordance with the Commonwealth Privacy Act, all parties to a finance or credit application who are natural persons should complete this form. All signatories/applicants must be of 18 years.*

Name/s of Applicant/s or Customer/s: \_\_\_\_\_ \*

Type of Facility or Contract N<sup>o</sup> (if approved) \_\_\_\_\_ \*

**1. Acknowledgment about collection, use and disclosure of personal information by CASH NOW PTY LTD & BURNELLE PTY LTD TRADING AS ABSAIL FINANCE Lending Services BN04425509 (hereafter referred to as AFLS) & AB SAIL FINANCE Development Lending Services BN04425509 (hereafter referred to as AFDLS) (hereafter referred to as CNW)**

I/We, being natural persons to whom the Privacy Act and the National Privacy Principles apply, hereby acknowledge and agree—

- a) that CNW/AFLS/AFDLS (and/or its related companies as named below) will collect, record and store personal information that identifies me/us or from which my/our identity can be reasonably ascertained (“personal information”) in order from time to time—
  - i) to assess finance applications submitted by the above-named Applicant/Customer (“finance applications”); and
  - ii) to manage credit facilities provided to the above-named Applicant/Customer (“credit facilities”), including (but not limited to) the recovery of money owing, the administration of insurance claims, the maintenance of securities and/or the maintenance of goods; and
  - iii) to establish my/our address or whereabouts if correspondence or notices sent to me/us have not been deliverable; and
  - iv) to identify and send to me/us information about other products or services that it is considered will be of interest to me/us but on the understanding that I/we may at any time stop this happening by contacting CNW/AFLS/AFDLS by mail, fax or e-mail at the above addresses or by telephoning 1300 799 866
- b) that personal information collected may include sensitive information about my health where, in the opinion of CNW/AFLS/AFDLS, that has a bearing on my capacity to meet my obligations (actual or proposed);
- c) that personal information may be obtained from third parties including credit reporting agencies, other credit providers, trade suppliers and public records including (but not limited to) electoral rolls, land title registers, registers of births deaths and marriages, registers of drivers’ licences (or other statutory or professional licences), motor vehicle registers, business names’ registers, bankruptcy records, court judgements, telephone numbers and tenancy records.
- d) that without personal information being collected, CNW/AFLS/AFDLS will be unable to assess finance applications or manage credit facilities that relate to the above-named Applicant/Customer;
- e) that, except in limited circumstances, I/we can obtain details of the personal information CNW/AFLS/AFDLS holds about me/us by sending a request to AFLS/ AFDLS at the above addresses by mail, facsimile or e-mail;
- f) that subject to the provisions of the Privacy Act, some of the personal information collected by CNW/AFLS/AFDLS may be disclosed to parties outside of CNW/AFLS/AFDLS (and its related companies), but only so CNW/AFLS/AFDLS can obtain securitised funding for its business, process credit applications from the Applicant/Customer or from me/us, keep its records up to date and/or manage credit facilities provided to the Applicant/Customer. Disclosure to outside parties may also be made if it is required or authorised by law. The types of organisations to whom information might be disclosed include (but are not limited to)—

- i) Credit reporting agencies;
- ii) Other credit providers including securitised lenders to CNW/AFLS/AFDLS;
- iii) A solicitor, accountant or broker nominated in section 4 below;
- iv) Suppliers and/or repairers of the goods or security which are the subject of a credit facility;
- v) Insurers, insurance brokers, insurance assessors or insurance investigators;
- vi) Trade, commercial and/or mercantile agents and auctioneers;
- vii) Auditors, solicitors, valuers, engineers, quantity surveyors or other professional consultants engaged to act for or to advise CNW/AFLS/AFDLS in connection with a credit application or credit facility relating to the Applicant/Customer;
- viii) Insolvency practitioners such as Administrators, Receivers and Liquidators, if there is default in regard to a credit facility provided to the Applicant/Customer;
- ix) Auditors appointed to examine the records of CNW/AFLS/AFDLS;
- x) The Australian Taxation Office and the Australian Securities & Investments Commission; and
- xi) Roads & Traffic Authorities, Vehicle Registration Authorities and/or Motor Clubs.

**2. Authority from the Applicant/Customer who is a natural person for CNW/AFLS/AFDLS to Perform Certain Actions.**

I/We, the Applicant /Customer, acknowledge and agree—

- a) that if it is considered relevant in assessing my/our application for personal finance, CNW/AFLS/AFDLS or its agent may obtain a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons;
- b) that if it is considered relevant in assessing my/our application for commercial finance, CNW/AFLS/AFDLS may obtain from a credit reporting agency a credit report containing personal credit information about me/us. that if it is considered relevant to collecting overdue payments in respect of commercial finance provided to me/us, CNW/AFLS/AFDLS may receive from a credit reporting agency a credit report containing personal information about me/us.
- c) that CNW/AFLS/AFDLS may give to and seek from any other credit providers named in the accompanying finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- d) that AFELS/AFDLS may give to any guarantor or proposed guarantor any personal credit information or records that has/have a bearing on my/our credit worthiness, credit standing credit history or credit capacity in connection with my/our personal credit facilities. In the case of a proposed guarantor, the information is for the purpose of deciding whether to act as guarantor of or to offer security for such credit facilities.
- e) that AFLSAFEDLS may give to any guarantor of my/our personal credit facilities under a contract of guarantee or security entered into before the date of this authority, any personal credit information that is relevant to the amount or possible amount of the guarantor's liability under the contract of guarantee or security.
- f) that CNW/AFLS/AFDLS may provide information about the amount outstanding on the credit facility to any person nominated in Section 4 below, to any company related to CNW/AFLS/AFDLS, or to an insurer handling an insurance claim relating to goods which are the subject of the credit facility or to property held as security for the credit facility.
- g) that CNW/AFLS/AFDLS (or any of its related companies) may use the information it has collected or will collect in connection with the credit facility for recovering any amounts owed by me/us to CNW/AFLS/AFDLS or a related company on any other account as well as any amount which CNW/AFLS/AFDLS or a related company is recovering as the agent of another party.

**3. Authority from Director/s of the Applicant and/or Guarantor/s or proposed Guarantor/s for AFCLS/AFDLS to Perform Certain Actions.**

I/We, Director/s of the Applicant and/or Guarantor/s or proposed Guarantor/s, acknowledge and agree—

- a) that, if it is considered relevant in assessing the application for the credit facility or collecting overdue payments in respect of the credit facility, CNW/AFLS/AFDLS may obtain from a credit reporting agency a credit report containing personal credit information about me/us.
- b) that CNW/AFLS/AFDLS may give to and seek from any other credit providers named in the application for the credit facility and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements. I/We understand

that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

- c) that CNW/AFLS/AFDLS (or any of its related companies) may use the information it has collected or will collect in connection with the credit facility for recovering any amounts owed by me/us to CNW/AFLS/AFDLS or a related company on any account as well as any amount which CNW/AFLS/AFDLS or a related company is recovering as the agent of another party.

**4. Authority to Give Information to Agents**

I/We authorise the person/s named below to give to and receive from CNW/AFLS/AFDLS any record or personal information about me/us in connection with the processing and acceptance of any application for credit facilities and/or the subsequent management of any credit provided—

Finance Broker: \_\_\_\_\_  
 Accountant: \_\_\_\_\_  
 Solicitor: \_\_\_\_\_

Name/s of Authorised Person/s

**Please note that companies related to CNW/AFLS/AFDLS are:**

- ❖ CASH NOW PTY LTD ABN 96 975 102 297
- ❖ BURNELLE PTY LTD TRADING AS ABSAIL FINANCE ABN 90 651 803 412

<i>Full Name(Printed)</i>	<i>Applicant/Guarantor/Director*</i> <small>* Delete whichever is inapplicable</small>	<i>Signature</i>	<i>Date / /</i>
<i>Full Name(Printed)</i>	<i>Applicant/Guarantor/Director*</i> <small>* Delete whichever is inapplicable</small>	<i>Signature</i>	<i>Date / /</i>
<i>Full Name(Printed)</i>	<i>Applicant/Guarantor/Director*</i> <small>* Delete whichever is inapplicable</small>	<i>Signature</i>	<i>Date / /</i>
<i>Full Name(Printed)</i>	<i>Applicant/Guarantor/Director*</i> <small>* Delete whichever is inapplicable</small>	<i>Signature</i>	<i>Date / /</i>

If insufficient space, please complete a second Acknowledgement and attach it to this document.