

## KEY INFORMATION:

### Credit Representative:

Ben Spyker

### Contact details:

A: 81 The Parade Norwood SA 5067

P: 0437 779 069 F: 08 8210 0010 E: [ben.spyker@keyinvest.com.au](mailto:ben.spyker@keyinvest.com.au)

### Company name:

Spyker Pty Ltd as Trustee for the B & M Family Trust

### Credit Representative Number (if applicable):

444387

### Licensee (KLS / we / us / our)

Australian Associated Advisers Pty Ltd ACN 084 974 694

trading as KeyInvest Lending Services

Australian Credit Licence Number: 392169

A: 81 The Parade, Norwood, SA, 5067

P: 1300 821 000 F: 08 8210 0010 E: [lending@keyinvest.com.au](mailto:lending@keyinvest.com.au)

### Trading Name:

KeyInvest Lending Services

### Corporate Credit Representative Number (if applicable):

444385

### Aggregator (Choice)

Pennley Pty Ltd ACN 071 979 498

trading as Choice Aggregation Services

Credit Representative Number: 392528

This document provides you with information relating to KLS activities and those of our Credit Representatives. It contains information about various fees and charges that may be payable by you to us, as well as about certain commissions we may receive or we pay to certain third parties. It also contains information about what you should do if you have a complaint or dispute in connection with our services.

## WHAT IS A CREDIT REPRESENTATIVE?

A 'credit representative' is a person who has been authorised by a credit licensee to engage in specified credit activities on behalf of the licensee. The licensee is KLS.

## WHAT IS CREDIT ASSISTANCE?

We give you credit assistance when:

- We assist you to apply for a particular loan or lease;
- We suggest you apply for a particular loan or lease (or suggest you apply for an increase to an existing loan); or
- We suggest you remain in your current loan or lease.

## THE ASSESSMENT WE NEED TO DO BEFORE GIVING YOU CREDIT ASSISTANCE

Before we provide credit assistance to you, we assess whether the particular loan or lease is suitable for you.

To do this, we need to make reasonable inquiries and verify that:

- The loan or lease or increase will meet your requirements and objectives; and
- You can meet the proposed repayments.

We won't be able to give you credit assistance if our assessment shows that:

- You won't be able to meet the proposed repayments without substantial hardship; or
- The loan or lease won't meet your requirements or objectives.

## GETTING A COPY OF OUR ASSESSMENT

If we provide you with credit assistance, you can ask us for a copy of our assessment any time up to seven years after we provide you with a credit assistance quote. To request a copy please contact us.

We will provide you with a copy:

- Within seven business days after the day we receive your request – provided you make the request within two years of the date of our credit assistance quote; or
- Otherwise, within 21 business days after the day we receive your request.

## INFORMATION ABOUT THE LICENSEE AND ITS CREDIT REPRESENTATIVES

Our Lending Advisers act as credit representatives of KLS and are authorised to engage in credit activities including providing credit assistance on its behalf.

Subject to meeting credit criteria, we are able to assist you to obtain loans and leases for you from a broad range of lenders and lessors.

The following are the lenders or lessors with whom we generally conduct the most business:

- ANZ
- Choicelend
- Commonwealth Bank
- HomeStart
- ING Direct
- National Australia Bank
- St George
- Westpac

## FEES AND CHARGES

### FEES PAYABLE FOR THE PROVISION OF CREDIT ASSISTANCE

Our Credit Representative may charge a fee for the services provided to you. If a fee is charged, you will be provided with more details about the fees payable by you in a quote which our Credit Representative will give you before providing you with credit assistance.

### FEES PAYABLE IN RELATION TO ACTING AS CREDIT REPRESENTATIVE

Credit Representatives may receive remuneration from KLS and/or the Aggregator and do not charge you any fees or charges in relation to acting as a credit representative.

### OTHER FEES AND CHARGES

You may have to pay other fees and charges (such as an application fees, valuation fees and other fees) to the lender, lessor or other parties. You should review the disclosure documents and your loan contract or lease for further details of any such fees and charges.

## COMMISSIONS

### COMMISSIONS WE RECEIVE FROM OUR LICENSEE

KLS has appointed Choice as its aggregator. Choice as an aggregator receive commissions from lenders and lessors and to pay KLS Credit Representatives commission in relation to loan contracts or leases for which they have provided credit assistance. The total amount of commission that may be received in relation to your loan or lease may vary depending on the lender or lessor, the term, the features, the amount of the loan or lease you ultimately choose and the amount and timing of the repayments that you make.

### LOAN CONTRACTS SUCH AS HOME LOANS, INVESTMENT PROPERTY LOANS AND PERSONAL LOANS

Upfront commission payable by lenders in relation to loans is calculated as a percentage of the loan amount and is generally in the range of 0.5% and 0.7% of the loan amount. It is usually paid after settlement of the loan.

Trail commission payable by lenders in relation to loans is generally calculated regularly (monthly, quarterly, bi-monthly or annually) on the outstanding loan balance and is paid in arrears. The trail commission payable by lenders is generally in the range of 0.0% per annum and 0.25% per annum of the outstanding loan amount.

### LEASES

Upfront commission payable by lessors in relation to leases is calculated as a percentage of the lease amount and is generally in the range of 1.0% and 4.0% of the lease amount. It is usually paid after settlement of the lease. Trail commission is generally not payable in relation to leases.

Further details of the commission earned by us will be included in the credit proposal disclosure document we will provide to you at the same time as we provide you with credit assistance.

You can request information from us about the fees that we are likely to receive, how those fees are calculated, and our reasonable estimate of the fees or commissions that will be payable.

## VOLUME BONUS ARRANGEMENTS

Our Aggregator has volume bonus arrangements in place with the Commonwealth Bank of Australia, the Westpac Banking Corporation and the Australia and New Zealand Bank Group Limited. From time to time we or our Aggregator may receive a benefit, directly by way of cash bonus or additional commissions or indirectly by way of training, professional development days or sponsorship, if we or our Aggregator write a particular volume of loans offered by those lenders.

### COMMISSIONS PAYABLE BY US

We obtain referrals from a range of sources, including real estate agents, accountants, financial planners or other people. If a third party has introduced you to us or referred you to us, we may pay them a commission or a fee.

Further information about referral commissions/fees, including our reasonable estimate of the amount of any payable and how it is calculated is available from us on request and will be included in the credit proposal disclosure we will supply to you when we provide you with our credit assistance.

## DISPUTES OR COMPLAINTS

### WHAT TO DO IF YOU HAVE A COMPLAINT OR DISPUTE?

We are committed to providing our customers with the best possible service. If at any time we have not met our obligations – or you have a complaint about any of our services – please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

### HOW TO MAKE A COMPLAINT AND THE COMPLAINTS PROCESS

If you have a complaint, we request you follow these steps:

1. In the first instance, please contact the Lending Adviser who provided you with credit assistance.
2. If your complaint has not been resolved to your satisfaction within 5 business days, please contact our Complaints Officer as detailed below:  
**Telephone:** 08 8210 0000 Monday to Friday 9am to 5pm (AEST)  
**Fax:** 08 8210 0010  
**Email:** [compliance.team@keyinvest.com.au](mailto:compliance.team@keyinvest.com.au)  
**Mail:** KLS Complaints, 81 The Parade, Norwood, SA, 5067
3. We may ask for additional information and request you to put your complaint in writing to ensure your issue is properly investigated.
4. In cases where your complaint will take longer to resolve, we will update you progressively.

### THIRD PARTY PRODUCTS OR SERVICES

If your complaint relates to a product or service acquired through a third party (for example, a lender) we may ask you to contact the relevant third party. They will deal with your complaint under their complaints resolution process.

If you are not satisfied with the resolution of your complaint by the third party under their complaints resolution process, you are entitled to have your dispute considered by their External Dispute Resolution Scheme. Please contact the third party for further details.

### KEEPING YOU INFORMED

Our Complaints Officer will acknowledge receipt of your complaint within 5 business days. If unable to resolve the complaint/dispute to your satisfaction within 5 business days, they will write to you advising the procedures we will follow in investigating and handling your complaint.

Within 45 calendar days from the date you lodged the complaint with us, we will write to you advising you the outcome of the investigation and the reason/s for our decision, or if required, we will inform you more time is needed to complete the investigation.

### STILL NOT SATISFIED?

If you do not think we have resolved your complaint to your satisfaction, you may take the matter – free of charge – to the relevant External Disputes Resolution Scheme (provided it is within the scheme's terms of reference) as detailed below.

You may also refer the matter to the relevant External Disputes Resolution Scheme at any time, but if our internal process is still in progress, they may request that our internal processes be complete before considering the matter further.

Our external dispute resolution service provider is the Credit and Investments Ombudsman (CIO), which can be contacted via:

- Telephone: 1800 138 422
- Online complaint form: <http://www.cio.org.au/complaint-resolution/making-a-complaint/>
- Website: <http://www.cio.org.au>
- Mail: PO Box A252, Sydney South NSW 1235
- Fax: 02 9273 8440

## PRIVACY DISCLOSURE STATEMENT

We need to collect personal information about you to provide you with our broking and related services. This Privacy Statement tells you how we collect your information, what we use the information for and who we share the information with. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

### HOW INFORMATION IS COLLECTED FROM YOU

We will collect your information from you directly whenever we can, like from enquiries we make of you when you seek credit assistance from us. We may verify that information from sources referred to in the responses to those enquiries or in this privacy statement.

### HOW INFORMATION IS COLLECTED FROM OTHER SOURCES

Sometimes we will collect information about you from other sources as the Privacy Act 1988 permits. We will do this only if it's reasonably necessary to do so, for example, where:

- we collect information from third parties about a loan or lease in relation to which you seek our services;
- we can't get hold of you and we rely on public information to update your contact details; or
- we exchange information with your legal or financial advisers or other representatives.

### WHEN THE LAW AUTHORISES OR REQUIRES COLLECTION OF INFORMATION

Some law may require us to collect personal information about you. For example, we may require your information to verify your identity under Australian Anti-Money Laundering law.

### HOW YOUR INFORMATION MAY BE USED

We may use your information for purposes including:

- giving you credit assistance;
- giving you information about loan products or related services;
- considering whether you are eligible for a loan or lease or any related service you requested;
- assisting you to prepare an application for a lease or a loan;
- administering services we provide, for example, to answer requests or deal with complaints;
- identifying you;
- telling you about other products or services we make available and that may be of interest to you, unless you tell us not to;
- telling you about other suppliers, with whom we have arrangements, that supply goods or services that may be of interest to you;
- allowing us to run our business efficiently and perform general administrative tasks;
- preventing or investigating any fraud or crime or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- any purpose to which you have consented.

You can let us know at any time if you no longer wish to receive direct marketing offers from us. We will process your request as soon as practicable.

### WHAT HAPPENS IF YOU DON'T PROVIDE INFORMATION?

If you don't provide your information to us, it may not be possible to:

- assist in finding a loan or lease relevant to your circumstances;
- verify your identity or protect against fraud; or
- let you know about products or services that might be suitable for your financial needs.

## SHARING YOUR INFORMATION

### GENERAL

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We may use and share your information with other organisations for any purpose described above.

### SHARING WITH YOUR REPRESENTATIVES AND REFEREES

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We may share your information with:

- your representative or any person acting on your behalf (for example, lawyers, settlement agents, accountants or real estate agents); and
- your referees, like your employer, to confirm details about you.

### SHARING WITH THIRD PARTIES

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We may share your information with third parties in relation to services we provide to you or goods or services in which we reasonably consider you may be interested. Those third parties may include:

- the mortgage aggregator through whom we may submit loan or lease applications to lenders or lessors on the mortgage aggregator's panel;
- the Australian Credit Licence holder that authorises us to engage in credit activities;
- referrers that referred your business to us;
- financial services suppliers with whom we have arrangements;
- valuers;
- lenders, lessors, lender's mortgage insurers and other loan or lease intermediaries;
- organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other misconduct;
- government or regulatory bodies as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities;
- guarantors and prospective guarantors of your loan or lease;
- service providers, agents, contractors and advisers that assist us to conduct our business;
- any organisation that wishes to take an interest in our business or assets; and
- any third party to which you consent to us sharing your information.

### SHARING OUTSIDE OF AUSTRALIA

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We are not likely to disclose your information to organisations overseas. However, we may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held.

## ELECTRONIC TRANSACTIONS DISCLOSURE STATEMENT

You consent to the Credit Representative, or any other party associated with this loan application, communicating electronically with you.

You nominate and authorise us to act on instructions we have received electronically.

This consent and authority will apply to all communications permitted to take place electronically by law including but not limited to:

- notices and disclosure documents from us to you about your credit application;
- credit contract documents;
- variations to the credit contract; and
- notices from you to us.

We will rely on this consent to communicate with you by:

- electronic mail ("e-mail") to the e-mail address that you have notified to us;
- making a notice available for you to access on our website;
- any other method of electronic communication; and/or
- ordinary mail to the address on our records.

For example, we will send an email to your email address to give you our Credit Guide and Privacy and Electronic Transactions Consent Forms.

- By giving this consent, we are no longer required to send you notices or other documents in paper form.

You must ensure that:

- you check your email regularly for notices and other communication from us;
- your email address remains current (or otherwise notified to us); and
- emails from us to your email address are not blocked.
- We rely on you to keep your nominated e-mail or physical (street) address details up-to-date and to notify us when they change.

Providing you with electronic documents does not alter your obligations under any terms and conditions of a credit contract.

You can print and save a copy of any notice or other document provided to you electronically.

You are responsible for ensuring that you use the relevant computer programs and have sufficient internet capacity to interact with our system.

We may act on facsimile instructions if it appears to us the instructions have been appropriately authorised.

We may refuse to act on any instruction for any reason, or refuse to act until we receive confirmation of the instructions from you by other means.

## RETURNING TO PAPER COMMUNICATIONS

You are not obligated to receive electronic communications and you are able to withdraw this consent at anytime by contacting your Credit Representative. When asking to terminate your electronic communication agreement you are asking to receive those documents on paper, delivered by post to your nominated street address.

## PRIVACY POLICY

Our Privacy Policy sets out how you can ask us to access and seek to correct information we hold about you and how you may complain against us about a privacy issue.

For further information about how we handle your information electronically or to request access to the information we hold about you, you can contact your Credit Representative via the details listed on the first page of this document.

You agree that we may use your personal information for marketing or research purposes after the credit covered by this application ceases.

You can find out more about how we manage your information by reading our Privacy Policy available from our website [www.keyinvestlendingservices.com.au](http://www.keyinvestlendingservices.com.au).

Alternatively, you can contact our Privacy Officer on the details below:

**Phone:** 1300 821 000

**Email:** [compliance.team@keyinvest.com.au](mailto:compliance.team@keyinvest.com.au)

**Mail:** Attn: Privacy Officer, 81 The Parade, Norwood, SA, 5067