

## Acknowledgements, confirmations and consents

This document contains important information about the acknowledgements and confirmations you make and the consents that you give us in connection with a home loan application, which may also include an application for a deposit account with a debit card. All applicants and guarantors (if applicable) must carefully read and complete this document. Please return this completed document to your Broker.

In this document:

- “We”, “our”, “us” means Bank of Melbourne – A Division of Westpac Banking Corporation.
- “Westpac Group” means Westpac Banking Corporation and its related bodies corporate.
- “You”, “your” means the person applying for the loan. If there is more than one of you, it includes any one or more of you.
- “Broker” means the individual Broker, Broker company or Broker aggregator company, as your authorised agent.

## **Part A**

### **Privacy Statement and Consent Request**

#### **Privacy Statement - Applicants and Guarantors**

This privacy statement applies to all individual applicants and guarantors.

All personal information and credit-related information about individuals is collected, used and disclosed by us in accordance with our Privacy Statement which is available at [www.bankofmelbourne.com.au/privacy/privacy-statement](http://www.bankofmelbourne.com.au/privacy/privacy-statement). You do not have to provide us with any personal information or credit information of any individual (including any guarantors), but if you don't, we may not be able to process your application.

Section 10 of our Privacy Statement contains important information individuals should be aware of in relation to the use and disclosure of their credit-related information including:

- details of the credit reporting bodies to which we are likely to disclose their credit information, the types of credit information we may give them and how this information will be used;
- their rights to direct a credit reporting body to limit the use of their information for direct marketing purposes and not to use or share their credit-related information for a period if they believe they are a victim of fraud; and
- where to find more information about our management of credit-related information and how to obtain the policies of credit reporting bodies about their management of credit-related information.

Our Privacy Statement also explains how individuals can access and correct their personal information (including credit-related information) or make a complaint. You or any individual can call us on 13 22 66 or visit us in branch to request a hard copy of our Privacy Statement.

#### **Your Consent - Applicants**

By making an application, you consent to us:

- Exchanging personal information and credit information about you with other credit providers in order for us or them to:
  - assess your applications for credit and your creditworthiness (including exchanging information about any defaults by you); and
  - manage credit borrowed by you;
- Where a guarantee may be given in connection with your loan, you consent to us disclosing credit information and personal information that we hold about you to a guarantor or proposed guarantor:
  - for the purpose of that person considering whether to act as a guarantor or offer property as security for the credit;
  - as required by the Australian Banking Association's Banking Code of Practice; or
  - as otherwise permitted by law.

- Disclosing your personal information (including information we already hold about you) to other co-applicants;
- If you have made your application or have been introduced to us through a Broker or other intermediary, you consent to us:
  - sharing credit information and other personal information about you with the Broker or intermediary, as your authorised representative. If we refer your application for further assessment or decline your application, this includes information from your credit report and any information we derive from your credit report; and
  - communicating directly with them (instead of you) in relation to your application.
- If you are not an Australian citizen, by making a loan application you also consent to us using your personal information, such as travel document details, to search the Australian Government Visa Entitlement Verification Online (VEVO) service to check that your residency status meets our loan eligibility criteria. You should be aware that the Commonwealth of Australia may use the information we provide in the VEVO search to locate you if you are not entitled to be in Australia. If you do not agree to us making a VEVO check of your residency status, our assessment of your loan application may be delayed until we are able to confirm your residency status.

#### **Your Consent - Guarantors**

By signing below, you consent to us obtaining credit reporting information about you from a credit reporting body for the purpose of assessing whether to accept you as a guarantor.

#### **Marketing Communications - Applicants**

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your online banking profile, let us know using the contact details in our Privacy Statement ([www.bankofmelbourne.com.au/privacy/privacy-statement](http://www.bankofmelbourne.com.au/privacy/privacy-statement)) or follow the opt-out instructions in the message.

## Acknowledgements, confirmations and consents.

### Part B

#### Anti-Money Laundering and Counter-Terrorism Financing Act requirements

You state that:

- If you are known by any other name, you have already provided your other name(s) to us or you will contact us to provide your other name(s) as part of your application for the account(s).

NOTE: It is an offence under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* to:

- give false or misleading information;
- receive a loan or deposit account in a false name.

#### Other Acknowledgements and Consents

- We may confirm the details of the information provided in your application which includes contacting your employer to confirm salary, address or other personal details.
- The application is not an offer or acceptance of credit.
- Valuations obtained by us are ours for our own use and we are not obliged to make a copy available to you.
- You are not borrowing the funds for the purposes of purchase by a Self-Managed Superannuation Fund.

#### Broker acknowledgements and consents

You authorise the Broker named in this document to be your authorised agent, to do any of the following during the term of the loan:

- to obtain information about your loan account and loan disbursements;
- to enquire about the status of any progress payment activity;
- to request a deposit book and to enquire about the status of the request;
- to arrange a direct debit request, substitution of security, product switch, partial release of security, complete discharge of security or loan increase and to enquire about the status of any of these.

If your application is referred for further assessment or declined, you request us to disclose credit eligibility information about you to your Broker, as your authorised representative. This includes information from your credit report and any information we derive from your credit report. You can revoke this authority at any time by calling 13 22 66. The Broker has no authority to act on our behalf in any capacity.

We may, in our absolute discretion, communicate or otherwise deal with you directly in relation to any matter concerning the loan application.

You acknowledge that, before signing the loan application, the Broker informed you that we would pay them commission if the application is approved and the loan drawn. The Broker also informed you that the amount of commission, to the extent that it is ascertainable, will be disclosed in your Loan Offer or Financial information table. We may periodically disclose to the Broker your loan account number and account balance for the purpose of allowing the Broker to verify our commission payments to them.

#### Tax Reporting Obligations

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your product, or limiting functions or services of your product, or closing it.

Unless you tell us otherwise, by completing any application for products covered under this form, you certify that you, any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863. We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## Part C

### Bank of Melbourne Internet Banking and loan application tracking

If you don't already have Internet Banking, you'll be able to register once your Broker submits your application to us.

We'll send you an SMS with instructions to help you get started.

### Electronic Receipt of Statements

If you register for Internet and Phone Banking, you agree to be notified, via the email address provided in the home loan application, to view electronic statements online for all products applied for as part of the home loan application. You can change the email address at any time by signing into Bank of Melbourne Internet Banking.

You understand that you can elect to receive printed paper statements, that can be sent by post, also by signing into Bank of Melbourne Internet Banking and updating your preferences.

## Part D

### Electronic Receipt of documents

You agree to electronically receive documents associated with this loan (including, for example, loan documents and terms and conditions), and if applicable, credit card or deposit account. These will be sent to the email address provided as part of this application.

You understand that this means you:

- will not receive a paper copy of notices and documents unless you specifically request it, or we need to send a paper copy to you. Please note, you can sign into Bank of Melbourne Internet Banking to update your preferences to receive (by post) printed versions of notices that would have otherwise been sent electronically;
- should regularly check the email address(es) provided as part of this application for emails from us; and
- may withdraw consent to receive notices and documents electronically or change the email address(es) at any time by signing into Bank of Melbourne Internet Banking or contacting your lender or Banking/Service Representative.

## Part E

(Not applicable for trusts, variations or top ups)

### Complete Freedom Account and Debit Card Application

- Please tick this box confirming your request for a Complete Freedom account and that we send you a debit card for each Complete Freedom account you request through your Broker.

The Complete Freedom is an everyday transaction account to make deposit and withdrawals including by Visa debit card, Internet and Phone Banking, branch, and ATM access. The Complete Freedom comes with a Visa debit card linked to your account.

The Complete Freedom can be used as an offset facility linked to an eligible home loan. If you select the offset feature in your loan application and your loan settles the Complete Freedom account will be linked as an offset account after your loan is opened. If your loan does not settle, the account will remain as a Complete Freedom transaction account.

If you have applied for a loan in joint names, the Complete Freedom account will be opened in joint names. Any one of the joint account holders has the right to withdraw all available funds in the account. An account holder can change the operating rule on the account to provide joint instructions by contacting us.

You have the option to open a transaction account that is not used for an offset facility.

If you are eligible and would like a Bank of Melbourne Concession account, you will need to apply online, or contact us.

The Bank of Melbourne Concession account is for customers that:

- hold a Concession or Health Care card including Pensioner Concession Card, Commonwealth Seniors Health Card or Health Care Card;
- receive an Australian Government benefit payment that makes you eligible to hold a Concession or Health Care card, or
- are a low or no income earner where a low-cost account may be appropriate for you.

To find out more visit

[www.bankofmelbourne.com.au/concession-account](http://www.bankofmelbourne.com.au/concession-account)

By completing this section, you (each applicant) agree to:

- opening a Complete Freedom account(s) and for us to send you a linked debit card for each applicant
- having been given our Financial Service Guide: [www.bankofmelbourne.com.au/fsq](http://www.bankofmelbourne.com.au/fsq)
- Internet and Phone Banking Terms and Conditions: [www.bankofmelbourne.com.au/internetphoneterms](http://www.bankofmelbourne.com.au/internetphoneterms)
- Transaction, Savings and Investment Accounts Terms and Conditions: [www.bankofmelbourne.com.au/tran-save-invest-terms](http://www.bankofmelbourne.com.au/tran-save-invest-terms)
- Visa Debit Card Terms and Conditions: [www.bankofmelbourne.com.au/VisaDebitTerms](http://www.bankofmelbourne.com.au/VisaDebitTerms)

**Sign here**

**By signing below you:**

- acknowledge that you have read the information set out in this document
- declare that any other credit applications made by you in the last 3 months are included as liabilities in your application or have been discontinued.
- declare that the information you have provided to your Broker to support your home loan application is correct and complete
- agree to give each of the acknowledgements, confirmations and consents set out in:
  - Part A – Privacy Statement and Consent Request
  - Part B – Anti Money Laundering and Counter Terrorism Financing Act requirements, Other acknowledgements and consents, Broker acknowledgements and consents and information about Tax Reporting Obligations.
  - Part C – Electronic Receipt of Statements
  - Part D – Electronic Receipt of Documents
  - Part E – Complete Freedom Account and Debit Card Application, if ticked

Signature of Applicant 1 (Please sign in the box)

Date Signed (DD/MM/YYYY)

Full Name of Applicant 1

Signature of Applicant 2 (Please sign in the box)

Date Signed (DD/MM/YYYY)

Full Name of Applicant 2

Signature of Guarantor 1 (Please sign in the box)

Date Signed (DD/MM/YYYY)

Full Name of Guarantor 1

Signature of Co-Guarantor (Please sign in the box)

Date Signed (DD/MM/YYYY)

Full Name of Co-Guarantor

**Broker Details** (Broker to complete)

Broker Name

Broker ID

Brokerage Company

Aggregator