



Third Party Banking Home Loan Supplementary Details Guarantor

RM State Bank reference number Application number

Part A – Acknowledgement and Consent Proof of Identity Details (Guarantor)

This document relates to the application for credit by

Type of facility and amount

In this document:

- ‘I’, ‘me’ and ‘my’, includes individual guarantors and directors of corporate guarantors;
- ‘you’, ‘your’ and ‘yours’ means Commonwealth Bank of Australia ABN 48 123 123 124;
- the singular includes the plural.

PART A1 – Customer information and privacy

Collection and verification of customer information

I acknowledge that:

‘Customer information’ is information about a person whose information you collect and hold for your purposes. It includes personal information.

- the law requires you to identify your customers. You do this by collecting and verifying information about me. You may also collect and verify information about a person who acts on my behalf. The collection and verification of information helps protect against identity theft, money laundering and other illegal activities.
- you use my customer information to manage my relationship with you and provide me with the products and services I request.
- the collection and verification of customer information may be carried out in different ways and you will advise me of the most acceptable methods of doing this. You may disclose my customer information in carrying out verification – e.g. you may refer to public records to verify information and documentation, or you may verify with an employer that the information I have given you is accurate.
- depending on whether I am an individual or an organisation, the information you collect will vary. For instance, if I am an individual, the type of information you may collect and verify includes my full name, date of birth and residential address. If I am commonly known by 2 or more different names, I must give you full details of my other name or names.
- if I am a company, you may collect and verify information, including company incorporation and registration details, as well as details of the company’s officers and its major shareholders.
- if I am acting as a trustee, you may ask me for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.
- if I am a partnership, you may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.
- for other organisations, the kind of information you collect and verify will depend on the type of organisation I am.
- in addition, during my relationship with you, you may also ask for and collect further information about me and about my dealings with you.
- I must provide you with accurate and complete information. If I do not, I may be in breach of the law and also you may not be able to provide me with products and services that best suit my needs.

Protecting customer information

You comply with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth).

You disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers.

Other disclosures

At common law, banks are permitted to disclose customer information in the following circumstances:

- a) where disclosure is compelled by law; or
- b) where there is a duty to the public to disclose; or
- c) where your interests require disclosure; or
- d) where disclosure is made with my express or implied consent.

So that you can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer my business to you;
- any person acting on my behalf, including my financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- financial institutions who request information from you if I seek credit from them;
- if I have borrowed from the Bank to purchase property: valuers and insurers (so that the Bank can obtain a valuation of my property, and confirm that it is insured);
- if I have insurance: medical practitioners (to verify or clarify, if necessary, any health information I may provide), claims investigators and reinsurers (so that any claim I make can be assessed and managed), insurance reference agencies (where the Bank is considering whether to accept a proposal of insurance from me and, if so, on what terms); and
- organisations to whom you may outsource certain functions.

In all circumstances where your contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements apply. Customer information may only be used by your agents, contractors and outsourced service providers for your purposes.

You may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

You may send customer information overseas if:

- that is necessary to complete a transaction; or
- you outsource certain functions overseas.

You may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, I can refer to your Privacy Policy.

Access to my personal information

The law allows me (subject to permitted exceptions) to access my personal information. I can do this by contacting:

**Customer Relations,
Commonwealth Bank,
Reply Paid 41
Sydney NSW 2001.**

You may charge me for providing access.

Further information

For further information on your privacy and information handling practices, I can refer to the Group’s Privacy Policy, which is available at **commbank.com.au** or upon request from any branch of the Bank.

PART A2 – Credit Information

Credit Reporting Agencies (‘Agencies’)

I authorise you and your agents to give to and receive personal and credit information (including commercial credit information) from Agencies which relates to my offer to act as Guarantor and which may be used for:

- identifying me;
- assessing my suitability to act as guarantor;
- collecting overdue payments;
- the provision or management of securitised loans;
- assisting me to avoid defaulting on my obligations.

I also authorise you to notify Agencies of overdue payments in excess of 60 days.

Other Credit Providers

I authorise you to give to and obtain information about my or my company’s personal or commercial credit arrangements from credit providers who are:

- participants in a securitisation scheme in which you are involved;
- agents of yours;
- named in a personal or commercial credit report concerning me or my company issued by an Agency.

I understand this information can include credit information of any kind and I acknowledge that the information may be given or used for the following:

- assessing whether to accept me or my company as a Guarantor;
- the management of credit guaranteed by me or my company;
- averting default on credit obligations and assessing the situation if such default is made;
- notifying defaults;
- the provision or management of securitised loans;
- the enforcement of my or my Company’s Guarantee.

I also authorise you to give and receive bankers’ opinions relating to me or my company’s business or profession.

Disclosures to Insurers

I authorise you to give my personal information to trade insurers and mortgage insurers, who may use or disclose my personal information in accordance with the Privacy Act.

Disclosures to Agents

I authorise all persons named in the credit application as applicants, as well as their legal or financial advisers, to give to and/or receive from you any record or personal information about me in connection with assessing my offer to act as guarantor and the processing and accepting of any application to you for credit and/or the subsequent management of the credit provided.

Name of Authorised Person(s) (e.g. solicitor/accountant/broker, but not real estate agents or builders)

PART A3 – Details of persons giving their consents to information uses and disclosures

I acknowledge that the names of individual persons given to you are true and correct and that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.

Continuing Authority

I also acknowledge that all consents, acknowledgements and authorities in this Acknowledgement and Consent remain in force for so long as the facility I have or my company has guaranteed remains current.

Details of persons giving their consents to information uses and disclosures

Guarantor/Director of Corporate Guarantor 1
(full name required)

State	Postcode

Signature of Individual/
Director of Corporate Guarantor 1

Date

X

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Guarantor/Director of Corporate Guarantor 2
(full name required)

State	Postcode

Signature of Individual/
Director of Corporate Guarantor 2

Date

X

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Part B – Election under Clause 28.16 of the Code of Banking Practice (Director Guarantors)

Name of Guarantor 1

Name of Guarantor 2

Name of Borrower ("Borrower")

We are advised that you, as a Director of the Borrower, are considering providing a Guarantee in support of the Borrower's facilities. Details of those facilities, as well as important information concerning your role as Guarantor, are being provided to you separately.

Note: This form may be used when the Director Guarantor is present ('Face to Face Option') or where the Director Guarantor is contacted by telephone ('Telephone Option').

Part B1 – General information (applied in all cases)

A. Code of Banking Practice protections for Guarantors

The Code of Banking Practice ('Code') has certain provisions designed to protect Guarantors and proposed Guarantors. Generally, we are required to:

- a) provide Guarantors with certain material concerning the Borrower and the proposed facilities; and
- b) allow Guarantors until the next day following the receipt of that material, before we ask them to sign the Guarantee.

B. Information which must be given to you

Both the Code and the general law require that certain material must be provided to you:

- the Facility Terms and Conditions which incorporate the Facility Agreement you are being asked to Guarantee, together with a list of related security contracts (and you may ask us for a copy of any related security contract);
- any final Letter of Offer provided to the Borrower (with details of any conditions contained in any earlier version of the Offer Letter which were satisfied before the final Letter of Offer was issued);
- a listing with details of any notices of demand made on or after 1 June 2003 in relation to any facility of the Borrower with us, together with copies of statements of account covering the period during which any such notice was issued;
- a listing of all dishonours on or after 1 June 2003 on any facility of the Borrower with us, together with copies of statements of account covering the period during which any such dishonour occurred.

We will also tell you:

- whether there have been any excesses or overdrawings of \$100 or more during the past six months on any facility of the Borrower with us.

C. Further information – waiver rights

In addition to the above material, the Code requires the provision of further information to you. Clause 28.16 of the Code provides, however, that Director Guarantors (that is, Guarantors who are Directors of the Borrower company, other than Sole Director Guarantors or Commercial Asset Financing Guarantors) may advise us that they elect:

- a) **not to receive** some of the further information required to be provided under the Code; and/or
- b) **to sign** the Guarantee **without waiting until the next day.**

D. Further information – details

The following is the further information we are required to provide. The boxes are for noting your election regarding the provision of this information.

		Guarantor 1	Guarantor 2
Documents not required			
i)	any related credit report from a credit reporting agency;	<input type="checkbox"/>	<input type="checkbox"/>
ii)	any current credit-related insurance contract in our possession;	<input type="checkbox"/>	<input type="checkbox"/>
iii)	any financial accounts or statement of financial position given to us by the Borrower for the purposes of the Facility within 2 years prior to the day we provide this information to you;	<input type="checkbox"/>	<input type="checkbox"/>
iv)	the latest statement of account relating to the Facility (and any other statement of account for a period during which a notice of demand was made by the Bank, or a dishonour occurred, in relation to which we are required to give you information under clause 28.4(b)(i)); and	<input type="checkbox"/>	<input type="checkbox"/>
v)	any unsatisfied notice of demand made by us on the Borrower in relation to the Facility where the notice was given within 2 years prior to the day we provide you with this information.	<input type="checkbox"/>	<input type="checkbox"/>

Part B2 – 'Face to Face'

E. Elections under Clause 28.16 of the Code

- a) The nominations you have made regarding the information and documentation required to be provided by us to you are noted in clause D above. Where the boxes are ticked, this indicates that you have advised us that you are electing **not to receive** the information described in the sub-Clause opposite that box.
- b) **You have also advised us** that you have elected to
 - wait** or
 - not to wait**
 until the next day after receiving the information required to be given to you under Clause 28.4 (including any information under Clause 28.4(d)).

Part B – Election under Clause 28.16 of the Code of Banking Practice (Director Guarantors) (continued)

Acknowledgment by Proposed Director Guarantor(s)

Please note that, by signing below, you are confirming that you:

- have read and understood the information set out above in relation to your rights to receive material under the Code of Banking Practice; and
- do not wish to receive the information relating to the Borrower nominated by ticking the boxes in Clause D above.

You also confirm that you have indicated to us your election as to whether you wish to wait until the next day to consider the information you receive from us.

Signature of Guarantor 1

Date

Signature of Guarantor 2

Date

Part B3 – ‘Telephone’

F. Elections under Clause 28.16 of the Code

- a) Where we have spoken to you already, the nominations you have made regarding the information and documentation required to be provided by us to you are noted in clause D above. Where the boxes are ticked, this indicates that you have advised us that you are electing **not to receive** the information described in the sub-Clause opposite that box.
- b) **If, however, the nominations are incorrect or the information or documentation you have received is incomplete and you wish to receive further information, please contact us immediately. If we do not hear from you prior to you executing the Guarantee, we will assume that you are satisfied with the information and documentation provided. Please also ensure that we have correctly recorded your election regarding the next day requirement.**

G. Contact unable to be made

Where we have not been able to contact you, we have assumed that your election is to receive all of the required information and not to waive the next day requirement for signing the Guarantee.

Broker use only

- To be signed only after telephone interview

I certify that I have explained to the Guarantor(s) above their entitlements under Clause 28.16 of the Code of Banking Practice. I have also recorded the Guarantor’s nominations by ticking the boxes above.

Or

- To be signed where Bank unable to contact Director Guarantor(s)

I certify that, on , I attempted to contact the Guarantor(s) above by telephone but was unable to do so.

Signature of Broker

Full name of Broker (please print)

Note: The Bank requires the original of this section prior to settlement of loan(s).

Part C – Guarantor’s Servicing Acknowledgements



Servicing Guarantor support is only acceptable if there is at least one non-personal borrower.

The purpose of this form is to acknowledge that Guarantor’s income is required to service and/or repay the loan facility.

This is an important document.

Read it carefully.

If necessary have it translated and be sure you understand what it means.

Part C1 – To be signed by the Borrower(s)

Based on information that the Borrower(s) and the Guarantors named below have provided to the Bank, the Bank has assessed that the income of the Guarantor will be required to service and/or repay the facility that may be provided to the Borrower(s).

Full name of Guarantor 1

Full name of Guarantor 2

Acknowledgement by Borrower(s)

I/We acknowledge that:

1. I/we and the guarantor(s) considered the option of I/we (the borrower) obtaining a loan of the maximum which the Bank would be likely to lend based on my/our income and commitments (without the guarantor’s assistance) and the guarantor borrowing the balance of the finance sought (which the guarantor would give or lend interest free to me/us);
2. I/we decided instead to apply for a loan for the full amount in my/our name on the understanding that the Bank would have declined the loan application but for the guarantor’s agreement to assist the borrower make repayments;
3. based on the information provided to it, the Bank considers that the guarantor will be required to assist me/us by contributing to instalments or repayments under any loan contract or to repay the loan;
4. without the guarantor’s continued assistance I/we will be unable to repay the loan;
5. and the amount of repayments which I/we will be required to make may increase due to unforeseen circumstances, including illness or unemployment of the guarantor, other changes in the guarantor’s financial circumstances or increases in interest rates;
6. the Bank has recommended that I/we obtain independent legal and financial advice.

Full name of Borrower 1

Full name of Borrower 2

Signature of Borrower 1

Date

Signature of Borrower 2

Date

Broker use only

I, the Broker named below, have discussed each of the above points 1 to 6 with the borrower(s);

Full name of Broker

Date

Signature of Broker

Part C – Guarantor’s Servicing Acknowledgements (continued)



Servicing Guarantor support is only acceptable if there is at least one non-personal borrower.

The purpose of this form is to acknowledge that Guarantor’s income is required to service and/or repay the loan facility.

This is an important document.

Read it carefully.

If necessary have it translated and be sure you understand what it means.

**Part C2 – To be signed by the Guarantor(s)
(Not to be signed in the presence of the borrower.)**

Based on information that the Borrower(s) and the Guarantors named below have provided to the Bank, the Bank has assessed that the income of the Guarantor will be required to service and/or repay the facility that may be provided to the Borrower(s).

Full name of Borrower 1

Full name of Borrower 2

Acknowledgement by Guarantor(s)

I/We acknowledge that:

1. I/we and the borrower considered the option of the borrower obtaining a loan of the maximum which the Bank would be likely to lend based on the borrower’s income and commitments (without the guarantor’s assistance) and I/we borrowing the balance of the finance sought (which I/we would give or lend interest free to the borrower);
2. I/we agreed instead that the borrower apply for a loan for the full amount in the borrower’s name on the understanding that the Bank would have declined the loan application but for my/our agreement to assist the borrower make repayments;
3. without my/our assistance the borrower will be unable to repay the loan;
4. based on the information provided to it, the Bank considers that I/we will be required to assist the borrower by contributing towards instalments or repayments due under any loan contract or to repay the loan;
5. the amount which I/we will be required to assist the borrower make repayments may increase due to unforeseen circumstances, including illness or unemployment of the borrower, other changes in the borrower’s financial circumstances or increases in interest rates;
6. if the borrower is unable to make repayments I/we may be liable as guarantor(s) for the full amount of the repayments;
7. if the repayment obligations are not met I/we may be responsible for the whole loan debt;
8. the Bank may not control how loan funds are used and they may not be used for the stated purpose;
9. I/we can withdraw from my/our offer to provide a guarantee at any time before credit is provided under the contract I/we have been asked to guarantee; and
10. the Bank has recommended that I/we obtain independent legal and financial advice.

Full name of Guarantor 1

Full name of Guarantor 2

Signature of Guarantor 1

Date

Signature of Guarantor 2

Date

Broker use only

I, the Broker named below, have discussed each of the above points 1 to 10 with the guarantor(s);

Full name of Broker

Date

Signature of Broker