

**PART 1 Introducer & Supplier Details - REQUIRED**

Introducer: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Goods Supplier: \_\_\_\_\_

**PART 2 Finance and Goods Details**

Rental Agreement       Specific Security Agreement  
 Finance Lease Agreement       Software Funding Agreement

Amount to be financed (inc. GST): \$ \_\_\_\_\_  
 Type of Goods: \_\_\_\_\_  
 Goods Location (Street Address): \_\_\_\_\_  
 State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Anticipated Delivery Date of Goods: \_\_\_\_\_  
 Requested Finance Term: \_\_\_\_\_ months

**PART 3 Customer Details**

**Business Type**  Company  Sole Trader  Partnership  Trust

Other \_\_\_\_\_

Business Legal Name: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Trust Name: \_\_\_\_\_

Trust ABN: \_\_\_\_\_

Business Contact Name: \_\_\_\_\_

**Industry**  Catering  Fitness  Tradesperson  Construction  
 Solar  Technology  Other \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Business Postal Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Total years trading: \_\_\_\_\_

**PART 4 Applicant 1 Details - REQUIRED (TICK ALL THAT APPLY)**

**Applicant Type**  Sole Trader  Director  Guarantor  Partner

**Citizenship**  Australian Citizen  New Zealand Citizen  
 Permanent Resident  Temporary Resident

Applicant's Full Legal Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Drivers Licence No.: \_\_\_\_\_

Residential Address of Applicant: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ How long have you resided here? \_\_\_\_\_ years

**Do you**  Own  Mortgage  Rent  Board/Share  Other \_\_\_\_\_

**If you own your home:** Value of property: \$ \_\_\_\_\_

Mortgage value: \$ \_\_\_\_\_

**Applicant 2 Details - OPTIONAL (TICK ALL THAT APPLY)**

**Applicant Type**  Sole Trader  Director  Guarantor  Partner

**Citizenship**  Australian Citizen  New Zealand Citizen  
 Permanent Resident  Temporary Resident

Applicant's Full Legal Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Drivers Licence No.: \_\_\_\_\_

Residential Address of Applicant: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ How long have you resided here? \_\_\_\_\_ years

**Do you**  Own  Mortgage  Rent  Board/Share  Other \_\_\_\_\_

**If you own your home:** Value of property: \$ \_\_\_\_\_

Mortgage value: \$ \_\_\_\_\_

**PART 5 Assessment Requirements**

For applications where the:

- amount to be financed is >\$100k; and/or
- applicant ABN and GST registered between 12 months and 24 months please provide your latest business financials: Profit and Loss, Balance Sheet and/or Personal Tax Returns.

**Note:**

- **If your business has been trading between 12 and 24 months, please also complete Part 7 being the Additional Questions for Businesses Operating Between 12 and 24 Months**
- FlexiCommercial is unable to finance businesses trading less than 12 months

**PART 6 Payment Date**

Applicants are able to choose a date for their monthly payments. Please nominate a preferred monthly payment date: \_\_\_\_\_

The first payment on a rental agreement or finance lease agreement may include an interim amount (calculated from the date of settlement to the first payment date) plus the first monthly rental.

In addition, in some instances, a customer may be required to make an upfront payment (Rental or Finance Lease) or to pay a deposit (Specific Security Agreement) to the goods supplier(s).

**PART 7 Additional Questions for Businesses Operating Between 12 and 24 Months**

**Previous Employment or Business Ownership Details**

Full-time     Part-time     Casual     Sole trader/Partnership     Company Director

Employer: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Number of years employed: \_\_\_\_\_

Number of years: \_\_\_\_\_

Company/Business Name: \_\_\_\_\_

**Business Venture Information**

Did the applicant purchase an existing business? \_\_\_\_\_ If **YES**, how long was it established before it was purchased? \_\_\_\_\_ **YEARS**

How much was the business purchased for/what were the total start-up costs: \$ \_\_\_\_\_

Was the business purchase and/or the start-up costs financed? If **YES**, how much was borrowed? \_\_\_\_\_

Please outline applicant's own industry experience:

If applicant has a business partner, please outline their industry experience:

**PART 8 Authority to Provide Information**

I authorise (Name) \_\_\_\_\_ to provide Flexirent Capital Pty Ltd with additional information on behalf of the customer and/or the applicants.

His/her role is (Role) \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Applicant 1

Applicant 2

1. **PRIVACY**
- 1.1 This Privacy Statement describes how we may collect, use, handle, disclose and manage your personal information. This Privacy Statement also describes the privacy related matters to which you give your consent in applying for a facility from us.
- 1.2 Your personal information will be treated in accordance with the *Privacy Act 1988* (Cth) ("**Privacy Act**") as well as the Credit Reporting Privacy Code.
- 1.3 You can obtain a copy of our Privacy and Credit Reporting Policy and Statement of Notifiable Matters by visiting [www.flexicommercial.com.au/privacy-policy](http://www.flexicommercial.com.au/privacy-policy) which provides more details about how we manage your personal information, including your credit information and credit eligibility information.
- 1.4 This Privacy Statement sets out:
  - (a) consents that you give us in relation to your personal information by applying for credit from us or otherwise in connection with credit we offer; and
  - (b) important information about our collection, use, disclosure and management of your personal information.
2. **COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION**
- 2.1 We ordinarily collect personal information about you for the following purposes, and, to the extent not already authorised by law, you agree to us using and disclosing that information for these purposes:
  - (a) assessing and processing existing or future application(s) for credit and, where applicable, insurance or extended warranty products, managing your account or other products, responding to your questions and performing our obligations in relation to credit and insurance and extended warranty products provided to you;
  - (b) protecting us and our assets (including against fraud) and selling our assets (including by assigning any debts);
  - (c) enforcing our rights (including undertaking debt collection) in connection with any credit provided to you;
  - (d) considering any variation requests;
  - (e) managing, changing and improving our systems and processes;
  - (f) complying with laws. Various Australian laws may require us to collect your personal information, or we may need to do so to be able to comply with other obligations under those laws. These laws include:
    - (i) *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and other anti-money laundering legislation (for example, for identity verification);
    - (ii) *National Consumer Credit Protection Act 2009* (Cth) (for example, for responsible lending);
    - (iii) *Financial Sector (Collection of Data) Act 2001* (Cth);
    - (iv) *Corporations Act 2001* (Cth); and
    - (v) other regulatory legislation (for example, requiring us to maintain client and transaction records, to provide information relating to loans to APRA and to make reports and provide other information to regulators such as ASIC) and *Taxation Administration Act* (Cth), *Income Tax Assessment Act* (Cth) and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation);
  - (g) marketing products and services provided by us and our related entities;
  - (h) developing an understanding of the products and services you may be interested in receiving from us and our related entities; and
  - (i) compiling statistical data (e.g. credit scoring information); and
  - (j) providing your information to any principal for whom we act as agent, or any agent who in turn acts for us, for any of the above purposes, as applicable.
- 2.2 We collect your personal information primarily from you. However, sometimes we may collect personal information about you from third parties for the purposes described above where it is unreasonable or impracticable to collect it directly from you. For example, even though your application is for commercial credit, we may collect information about you from a business which provides information about consumer or commercial credit worthiness for the purpose of assessing your application. We may also exchange personal information, including credit information and credit eligibility information, with any principal for whom we act or agent who acts for us (whether or not disclosed to you). Where it is reasonably necessary for our functions or activities, we may also collect sensitive information (eg health information), and you consent to us doing that.
- 2.3 Other third parties that we may collect your information from include the supplier of the equipment; our agents; other credit providers; card schemes; insurers (such as insurers who provide insurance in relation to your credit); any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers and financial advisers; your executor, administrator or attorney; service providers to us (including debt collection agencies, introducers, private investigators, professional advisers); professional organisations; internet sources; public and subscriber only databases; credit reporting bodies, any person considering purchasing the business or any credit facility (or any part of the business or credit facility) the subject of any of our products or to any person to whom we may assign your credit contract/s (and their advisors and representatives); any person considered necessary in our view to execute your instructions; and government authorities.
- 2.4 The circumstances in which we may do so include, for example, where we need information from a third party to assist us to deal with any application or request made by you (such as to verify information you have provided or to assess your circumstances) or to assist us to locate you or communicate with you.
- 2.5 The consequences of you not providing to us the personal information that we require can include that we will not be able to approve your application for credit or a related product, or that we will not be able to deal with future requests or queries from you in connection with credit we provide.
- 2.6 We may, and you agree that we can, disclose your personal information (including, where permitted to do so under the Privacy Act, your credit information and credit eligibility information) for the purposes described above to:
  - (a) your co-applicant/Customer (if any); any Guarantor (or if you are a Guarantor, any applicant/Customer) any of our related bodies corporate; our assignees or potential assignees; the supplier of any goods or services financed with credit we provide; any other supplier appointed by us, credit reporting bodies or any business providing information about commercial credit worthiness; other credit providers; insurers (such as insurers who provide insurance in relation to your credit) your assignees or proposed assignees; debt collection agencies; our banks and financial advisers; our lawyers, accountants and other professional advisers; any suppliers or contractors to us whom you may need to have access to your personal information for the purpose of providing services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouses); any person specifically authorised by you in writing; and
  - (b) any person as permitted or required by law.
3. **WE MAY DISCLOSE YOUR PERSONAL INFORMATION TO OVERSEAS RECIPIENTS**
- 3.1 Some of the organisations to whom we may disclose your personal information (including your credit information or credit eligibility information) will be located overseas and may not have an Australian link. The countries in which overseas recipients are likely to be located currently include the Philippines, New Zealand and Ireland (for an updated list of countries from time to time please see our Privacy and Credit Reporting Policy and Statement of Notifiable Matters available on our website).
- 3.2 You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle ("**APP**") 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the APPs and we may not be liable under the Privacy Act if the recipient does not act consistently with the APPs).
- 3.3 By applying for this product you consent to disclosures to overseas recipients, by us directly and by any undisclosed principal or agent.
4. **IMPORTANT INFORMATION ABOUT CREDIT REPORTING**
- 4.1 Our website at [www.flexicommercial.com.au/privacy-policy](http://www.flexicommercial.com.au/privacy-policy) contains important information about credit reporting, including the credit reporting bodies that we deal with, credit information that we may give them about you (such as about your contact details, defaults and serious credit infringements) and details regarding how those credit reporting bodies use and disclose that information to credit providers and their policies about managing the information. Although we provide information to credit reporting bodies to get a consumer credit report in relation to this facility, we don't list default information about your commercial credit facility in your consumer credit file.
- 4.2 You have important rights regarding access, correction and complaints relating to your credit reporting information, as well as certain rights to prevent its use for direct marketing or where you have been a victim of fraud. You will also find details about these rights on the same page. You can also ask us to provide you with a copy of this important information.
- 4.3 You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for credit.
- 4.4 You agree that we can disclose your name, residential address and date of birth to a credit reporting body so that the credit reporting body can provide an assessment to us of whether the information provided by you matches (in whole or in part) the information in the credit reporting body's possession or control (which may include personal information held by the credit reporting body about you or other individuals). This will be done for the purpose of verifying your identity as required under Australia's anti-money laundering and counter-terrorism laws where applicable. If you would prefer us to use another form of verification, such as your passport or driver's licence, you must notify us and provide us with any information that we request.
5. **MARKETING PRODUCTS AND SERVICES TO YOU**
- 5.1 You agree to us using and disclosing your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register and your email or other electronic addresses) to provide you with information about our other products and services and the products and services offered by our dealers, insurers (such as insurers who provide credit-related insurance), our related companies or suppliers. This includes, without limitation, communicating with you via emails, text messages or other electronic messages (without an unsubscribe facility). This agreement operates indefinitely. **However, you can tell us that you no longer wish us to use or disclose your personal information for these purposes by contacting us at [b2b@flexigroup.com.au](mailto:b2b@flexigroup.com.au)**
6. **ACCESSING AND CORRECTING YOUR PERSONAL INFORMATION**
- 6.1 You have rights to request access to and correction of personal information that we hold about you (including credit information and credit eligibility information). For details about how you can make such a request please see our Privacy and Credit Reporting Policy and Statement of Notifiable Matters which contains details about how you can make such requests.
- 6.2 We always try to deal with your personal information consistently with our privacy obligations and we are committed to resolving any issues that you may wish to raise. Our Privacy and Credit Reporting Policy and Statement of Notifiable Matters contains details about how you can make a complaint if you think there has been a breach of the Privacy Act or the Credit Reporting Privacy Code and how we will deal with such a complaint.
7. **INFORMATION ABOUT THIRD PARTY INDIVIDUALS**
- 7.1 If you provide personal information about any third party who is an individual (**Third Party Individual**) (for example, as applicable, a referee, any director, employee, or other staff member, employer or accountant) when dealing with us, you acknowledge for yourself (where you are an individual) and agree to:
  - (a) make any Third Party Individual aware in a reasonable time:
    - (i) that you will provide or have provided this information to us, and as a result, their personal information will be or has been collected by us, and may be used and disclosed by us for the purposes of your dealings with us;
    - (ii) of the reason you are providing their information;
    - (iii) that their personal information will be held, used and disclosed consistently with our Privacy and Credit Reporting Policy, and as described above; and
    - (iv) that they have various rights relating to their personal information held by us (such as to request access to it) which they can exercise by contacting us using the details provided in the Privacy and Credit Reporting policy;
  - (b) take reasonable steps to provide each Third Party Individual with a copy of the Privacy and Credit Reporting Policy; and
  - (c) take reasonable steps to comply with any reasonable request from us to provide each Third Party Individual with a copy of any other privacy-related notification that we may provide you from time to time.
8. **PRIOR VERBAL APPLICATIONS**
- 8.1 Where you have made an initial verbal application for credit (for example by telephone), by signing this Privacy Statement you acknowledge that you were informed of, and agreed to, the collection, use and disclosure of your personal information as set out above.
9. **ELECTRONIC COMMUNICATION**
- 9.1 To protect your privacy, we recommend that any email address you provide to us be your personal email address rather than, for example, an email address accessible by your work colleagues or family members.

**10. STATUS OF FINANCIER**

- 10.1 We may collect, use, disclose, hold and manage personal information or do any of the things set out in this Privacy Statement in our own right, as agent for a principal, or to enable an agent to act on our behalf (whether disclosed or not), and any such principal or agent may also do so. We and any such principal or agent may exchange information for any of the purposes described in this agreement.
- 10.2 The disclosures contained and referred to in this Privacy Statement are given by us and any principal or agent (whether disclosed or not). For example, such a principal or agent may seek and obtain information from a credit reporting body as described. Contact us in the first instance to exercise any of your rights in relation to privacy relating to any principal whom we act or agent who acts for us.

**11. ACKNOWLEDGEMENTS AND CONSENTS AND AUTHORISATION**

- 11.1 By signing below, you acknowledge that this application contains important:
- (a) information about privacy (including about credit reporting) that you should read before signing; and
  - (b) privacy related consents and authorisations (including relating to uses, disclosures and overseas transfers of your personal information).
- 11.2 By signing this Privacy Statement, you:
- (a) acknowledge that various credit checks will be undertaken by us as part of this application as described; and
  - (b) agree that each consent and authorisation remains in effect until cancelled in writing by you or otherwise relied on by us as permitted by law.

**Your Acceptance**

**APPLICANT 1**

I acknowledge and confirm that I have read and understood the Privacy and Credit Reporting Policy, Statement of Notifiable Matters and Privacy Statement and consents to Financier (in its own right or as agent for a principal) collecting, using, disclosing and holding Customer's personal information (where applicable) in accordance with such documents.

**SIGNATURE:**

**DATE:**

**APPLICANT 2**

I acknowledge and confirm that I have read and understood the Privacy and Credit Reporting Policy, Statement of Notifiable Matters and Privacy Statement and consents to Financier (in its own right or as agent for a principal) collecting, using, disclosing and holding Customer's personal information (where applicable) in accordance with such documents.

**SIGNATURE:**

**DATE:**

Please email [b2b@flexigroup.com.au](mailto:b2b@flexigroup.com.au)

**NB:** This application form does not constitute a credit approval or an offer of finance. The applicant will be notified of a decision by FlexiCommercial or of any additional information that may be required before a decision can be made.