



United Financial Services – Finance Broking Contract

Dealer/ Introducer _____ (“the referrer”)

This Contract is made between _____ (“the client”)

of _____ and United Financial Services Network Pty Ltd ABN 47 095 911 283 of 35 Railway Road, Blackburn, VIC, 3130 (“the broker”)

Recitals

- 1. The client offers to engage the broker as their authorised agent to negotiate and secure the consumer credit (and associated insurance) detailed below.
2. Upon accepting this offer, the broker will use its best endeavours to negotiate and secure consumer credit (and associated insurance) on behalf of the client.
3. The parties agree to the terms and conditions set out below.

TERMS AND CONDITIONS

This document is an offer from the client to the broker and may be accepted by an employee or contractor of the broker completing and signing the Acceptance at the end of this document.

A. Credit Terms

The credit which the client has authorised the broker to arrange is as follows:

- 1. Amount of credit up to: \$ _____ [include cost of goods, premium for insurances and all other amounts the client requires to be financed under the credit contract].
2. Term: _____ months
3. Repayment Arrangement: (i) If credit is to be repaid on a monthly basis the maximum monthly repayments the client is prepared to make is: \$ _____ (for non-monthly repayment arrangements - details are set out in " 5. Other" below) (ii) Interest rate up to _____ %
4. Credit to be secured by _____ [insert date]
5. Other: _____

[include any special loan features, such as redraw facilities, that are required by the client]

B. Brokerage payable by the Client to the broker

- 1. Brokerage is payable by the client to the broker of \$880.00 inclusive of Goods and Services Tax (GST), as consideration for the expenses incurred and time spent in organising and processing the loan and /or associated insurance. The broker may, at its discretion, reduce the amount of Brokerage.
2. Brokerage is to be paid at or around the time of settlement of the loan by disbursement on the credit contract or other method as approved by the broker.
3. No brokerage is payable if the broker cannot find a credit provider willing to offer the client credit or if the client does not proceed to enter into a credit contract with the credit provider with whom consumer credit is secured.

C. Financial and other benefits to be received by the broker and others - as detailed in Schedule 1.

D. Commencement

This contract will commence on the date it is accepted by the broker and will remain in force until terminated in accordance with Section E.

E. Termination

Either party may terminate this contract with immediate effect by giving notice to the other party.

The client understands that by signing below he / she

- offers to engage the broker as his/her finance broker on the terms set out above; and
• consents to the broker dealing with his/her personal and credit information;
• consents to the broker acting for him/her in the circumstances outlined in this contract and otherwise disclosed to them, including in relation to dealings with credit providers and providers of other goods and services from whom the broker and its related bodies corporate may receive financial benefits as a result of his/her transactions; and
• makes all the warranties and acknowledgments set out above and in Schedule 1D "Client Acknowledgments".

OFFER

(Client 1) Signed: _____ Print Name: _____ Date: / / 200

(Client 2) Signed: _____ Print Name: _____ Date: / / 200

ACCEPTANCE: On behalf of the broker

Signed: _____ Print Name: _____ Position: _____

Branch: _____ Date: / /200

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SCHEDULE 1

A Financial and other benefits to be received by the broker and others

1. If the application proceeds to settlement the broker will receive a financial or other benefit from a person other than the client as follows:
 - (a) The broker may earn a financial or other benefit of between 0 to 18.5% (plus GST) of the amount borrowed by you (the "amount financed") from the credit provider with whom the consumer credit is finally secured and in respect of this benefit makes the further undertaking contained in Section C below.
 - (b) The referrer named above receives a fee of \$ _____ from the broker for referring the client to the broker .
2. When the client application is referred to the broker the natural person the client will deal with is authorised to enter into this contract on behalf of the broker and:
 - (a) the broker's employees receive a salary and may receive incentive or performance outcome bonuses.
 - (b) the broker's contractors receive a fixed portion of the brokerage payable by the client to the broker and may receive an incentive or performance outcome bonus.

B. Credit Providers

1. Accreditations

The broker has arrangements to introduce credit applications to the credit providers listed below and subject to the client meeting the credit provider's lending criteria the broker can obtain consumer credit for the client from:

GE Money	St George	AMF	Esanda
Liberty	ANZ	RACV	Capital Finance
UFS Capital	Automotive Financial Services	NAB	Ford Co-op
International Acceptance	Commonwealth Bank	Island State Credit Union	RAC Finance
Police and Nurses Credit Society			
<i>* These credit providers do not represent all lenders who offer the type of credit sought by the client*</i>			

2. Fees

If a credit provider requires the client to pay fees such as application, establishment or valuation fees *before settlement of a credit contract* we will inform the client of the fee amounts and when and how to pay them.

C. Undertaking by the broker

1. The broker undertakes, after recommending a particular consumer credit product to the client, and before the client enters into any credit contract with the credit provider, to disclose:
 - (i) the amount of the financial or other benefit that the broker will receive from the credit provider (if any); and
 - (ii) whether or not the broker can determine or recommend conditions of the credit contract (eg interest rate, term etc) and, if so, the effect this will have on the amount the broker will receive from the credit provider; and
 - (iii) the amount of any financial or other benefit that a person other than the broker will receive from the credit provider if that financial or other benefit could reasonably be expected to influence the broker's recommendation; and
 - (iv) any interests or relationships of the broker that could reasonably be expected to influence the broker's recommendation.

D. Client acknowledgements

The client acknowledges that:

1. The broker cannot guarantee that it will be able to find a credit provider willing to offer the client credit.
2. At the time this offer is made the broker cannot ascertain with which of the credit providers referred to above, if any, finance can be secured.
3. The credit terms, commission and financial and other benefits in relation to the consumer credit finally secured may vary from the terms stated in this contract. Any variation must be made in writing and signed by the parties and may be attached as "Annexure A" to this Contract.
4. Credit providers and insurers will rely on the personal and credit information supplied by the client and warrants on a continuing basis that all information provided or that will be provided to the broker is true and correct and is not false or misleading and that the client will inform the broker as soon as practicable in the event that any information which he/she has provided is no longer true and correct or becomes false or misleading.
5. He/she has received a copy of the Finance Broking Contract IMPORTANT NOTICE.