



## DIRECT TO BUSINESS/COMPANY FINANCE APPLICATION

This application permits all finances required for client to business finance to be made directly to the business/company. All clients are required to fill in an Otelta Loan Application for every transaction where a credit assessment is made.

All approved businesses or companies will be give an identification code. This authentic code will be on all application forms and permits the finance required by the client for a service provided by the business to be funded directly to the business.

### GENERAL APPLICATION CONDITIONS (PLEASE READ)

- 1) All applicants are required to provide all information truthfully and accurately or risk termination of their application and may not be eligible to apply again.
- 2) All applicants must be over the age of 18 to apply to have written consent of a legal guardian.
- 3) Otelta may at any stage terminate any agreement made if client has illustrated a breach or obstruction to any contract and arrangement agreed upon.
- 4) Applicants must have no prior criminal charges or have declared bankruptcy for unsecured conforming lending.
- 5) Upon approval and agreement of your loan contract Otelta may debit your credit card or finance account if payments have fallen in arrears. Client is then given two weeks to bring all payments forward or risk breaching the contract and therefore legal charges and remedy will occur. A Bad credit report will also be issued to clients file.
- 6) Otelta may use other sources of assets to secure loans. i.e. vehicle, furniture and other unencumbered tangible assets.
- 7) Applicant has the option to use up to 60% of equity to redraw when required only on certain lending products and assets.
- 8) Interest Rates are variable and are calculated per particular product and clients credit assessment report.
- 9) Client understands and agrees for payments to be debited by Otelta via their credit card or nominated payment account for arrears, fees, application charges and other related fees & charges associated with the construction and servicing of their loan.
- 10) Applicants must have an existing credit card for certain lending products and by applying for a loan package they understand that this may be billed at any stage if payments do fall behind during the loan of more than 2 weeks or there is insufficient funds in the nominated account.
- 11) Applicant understands and agrees that in order for Otelta to approve all lending a credit assessment is required for individuals and companies applying for loans.
- 12) Applicant understands that the property purchased or property used for security will be held as collateral for their lending, and if mortgaged with another lending institution must be transferred over at the customer's expense.
- 13) Please make insure you read all loan offers and packages and ask your consultant for any information that is unclear or requiring further information on. Please email [info@otelta.com](mailto:info@otelta.com) for further information and for our full terms and conditions handbook.

**Business Representative Details – Director/Manager**

Applicant 1

Title  Surname   
Given Names  Date of birth

Full Residential address

Post Code

Period of Occupied at this address  years  months

Phone number  Mobile

Work Phone number  Fax

Email

Mailing address

Post Code

Drivers Licence number  State

Permanent Australian Resident  Yes  No

**Business / Company Details**

Company/Business Name

ABN

ACN

Type of business  Years of Operation

Years of operation in this industry

Name of your Accountant

Accountant phone number

Previous employer phone number

Position held

Period of previous employment  Years  Months

Work Phone number  Fax

Mobile

Email

Work address

Post Code

Current bank details - Where finance will be issued.

1) Your current bank name

Branch location  Phone number

BSB number  Account number

Keycard number

Period of time account being open  Years  Months

2) Your current bank name

Branch location  Phone number

BSB number  Account number

Keycard number

Period of time account being open  Years  Months

Estimated Finance per week

## Company Financial Position

INCOME - WEEKLY		EXPENSES - WEEKLY	
Work Income (appl.1)	\$	Credit card payments	\$
Work Income (appl.2)	\$	Car loan payments	\$
Investment - dividends/rentals	\$	Personal/Other loan payments	\$
Additional work Income	\$	Mortgage payments	\$
Other	\$	Rent/board	\$
		Rates	\$
		Travel (Rego, Petrol, Service, Insurance etc)	\$
		Living (Food, Clothing, personal)	\$
		Medical	\$
		House & contents Insurance	\$
		Personal Insurance	\$
<b>TOTAL:</b>	\$	<b>TOTAL:</b>	\$
ASSETS		LIABILITIES	
Cash account	\$	Home Mortgage	\$
Cheque account	\$	Investment mortgages	\$
Award saving account	\$	Car loan/s	\$
Other accounts	\$	Credit card	\$
Motor vehicle/s value to date	\$	Other loan/s	\$
Property value	\$	Overdraft	\$
Other property values	\$		
Furniture	\$		
Superannuation	\$		
Shares/Bonds/Investments etc	\$		
Business investments	\$		
Other - Specify:	\$		
<b>TOTAL:</b>	\$	<b>TOTAL:</b>	\$

## Credit Application Form Clauses - Consumer Credit

### **Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)**

#### **Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988)**

Otelta may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- The fact that Otelta is a current credit provider to you.
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- information that, in the opinion of Otelta you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.
- that credit provided to you by Otelta has been paid or otherwise discharged.

#### ***Period to which this understanding applies***

This information may be given before, during or after the provision of credit to you.

#### **Statement By Applicant (s) For Credit**

Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

#### **1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)**

Otelta has informed me that it may give certain personal information about me to a credit reporting agency.

#### **2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)**

I/we agree that Otelta may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

#### **3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)**

I/we agree that Otelta may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

#### **4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)**

I/we agree that Otelta may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us

- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to assess my/our credit worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

**5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)**

I/we agree the Otelta may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

**6. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)**

I/we agree that Otelta may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of [name of prospective guarantor] deciding whether to act as a guarantor, or to keep [name of existing guarantor] informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

In relation to the last 10 years, whether as an individual or Director of a Company or Partner of a firm, have you ever: *Please Circle*

a) had an Industry or Business Licence, issued by a Proper Authority, either refused, suspended, withdrawn, cancelled or been subject to a banning order, or do you have any of these actions pending?

Yes No

b) been convicted of or found to have committed an offence concerning fraud or dishonesty or do you have a charge pending involving fraud or dishonesty?

Yes No

c) been subject to any investigation by ASIC or by any other regulatory or official body in relation to any aspect of its business, or are you currently subject to such an investigation?

Yes No

d) been a Director of a company which has gone into voluntary liquidation or to which a Receiver, Provisional Liquidator, Liquidator, Scheme Manager or an Official Manager has been appointed while you were a Director, or within six months after you ceased to be a Director, or do you have any such action pending?

Yes No

e) been bankrupt or are you presently an un-discharged bankrupt, subject to a Personal Insolvency Agreement, Deed of Arrangement, entered into a

Yes No

f) Compromise or similar agreement, or do you have any such action pending?

Yes No

g) been a Partner of a firm which has been placed into voluntary liquidation or had a Receiver, Provisional Liquidator, Liquidator, Scheme Manager or an Official Manager appointed, or do you have any such action pending?

Yes No

l) been refused membership of a statutory professional or other body in respect of your professional capacity or on any other ground, or any such refusal pending?

Yes No

m) been subject to disciplinary proceedings or banned or disqualified or expelled by a statutory, professional or other Body in respect of your professional capacity, or do you have such action pending?

Yes No

n) been dismissed or had any proper authority including any licence withdrawn on ethical or legal grounds, or any such disciplinary proceedings pending?

Yes No

o) had any past, present or pending claim made against your Professional Indemnity Insurance under which you operate in relation to advice you have tendered?

Yes No

p) been refused Professional Indemnity Insurance?

Yes No

I \_\_\_\_\_, from \_\_\_\_\_ declare or information provided in this application to be true and accurate and understand and abide to all terms and conditions.

Print Name \_\_\_\_\_ Signed \_\_\_\_\_

Witness Name \_\_\_\_\_ Signed \_\_\_\_\_

Date \_\_\_\_\_

**Otelta Pty Ltd**

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