



# BORROWERS DECLARATION

**I/We declare that:**

- The credit to be provided to melus by the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes).
- The undersigned hereby applies for the loan to be secured by a mortgage(s) on the said property(s) and represents that the Application for Finance is a true and accurate statement of my/our financials position at this date, for the purpose of obtaining the loan. Verification may be obtained from any source named herein.
  - I/We are over the age of eighteen (18).
  - I/We have not had any judgement or other legal proceedings (including mortgagee sale) against melus.
  - I/We have not been shareholders or officers of any private company of which a manager, receiver and/or liquidator has been appointed.
  - I/We have not committed an act of bankruptcy.
  - I/We have never been bankrupt or insolvent
  - There are no legal proceedings of any nature whatsoever pending against melus including any police or criminal action.
  - I/We also hereby acknowledge and accept that this loan facility has been approved and the interest rate set based upon the financial information disclosed and that any change to our financial circumstances will lead to a review and possible withdrawal of the facility.
- I/We agree to pay any charges or fees including the valuation and legal fees incurred directly to and relating from the processing and/or establishment of this application for finance directly to the lender. These charges are in addition to any commission or brokerage that may be receivable in connection with this Application for Finance. These fees will be payable upon acceptance by melus notwithstanding the loan does not proceed to drawdown.
- I/We hereby authorise **PERPETUAL TRUSTEE COMPANY LIMITED/LISMORE MANAGEMENT CORPORATION LIMITED/EAST COAST MORTGAGE TRUST** the proposed lender or its nominee to complete whatever enquiries it reasonably believes are required to enable it to evaluate this Application for Finance including enquiries concerning my/our creditworthiness. I/We acknowledge that the proposed lender may seek further information from melus where it deems necessary to enable it to complete its evaluation.
- I/We acknowledge that ..... is a Director/Officer of the Responsible Entity and Fund and has assisted with the completion of this application.
- I/We confirm that ..... has given melus the opportunity to seek independent financial and legal advice relating to this application and proposed loan. I acknowledge that you may assume that I/We intend to seek independent legal and financial advice regarding my proposed loan unless I/We specifically advise you otherwise. In view of this I/We advise that I/We have elected to/not to \* obtain this advice (\*delete as applicable. You will be assumed to have elected to get such advice unless you mark otherwise).
- I/We agree to repay any loan which may be approved as a result of this application in accordance with the written terms and conditions of approval from Perpetual Trustee Company Limited the Board of Directors of Lismore Management Corporation Limited/ East Coast Mortgage Trust, and accepted by melus in writing.

## **PRIVACY PROTECTION OF INFORMATION:**

### **PROTECTION OF YOUR PRIVACY**

#### **Giving Information to a Credit Report Agency**

Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust may give information about you to a credit reporting agency, but only limited kinds of information allowed by the Privacy Act 1988 (Commonwealth). This includes:-

- my/our identity particulars – this only includes name, sex, date of birth, current known address, two immediately previous addresses, your current and last known employer and your drivers licence number.
- The fact that you have applied for credit and the amount.
- The fact that Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust is a current credit provider to melus.
- Details of payments overdue for at least 60 days, for which Perpetual Trustee Company Limited/Lismore Management Corporation Limited/ East Coast Mortgage Trust has taken steps to recover or for which collection action has commenced.
- Advise that payments are no longer overdue.
- Details of cheques drawn by melus, which have been dishonoured more than once.
- In specified circumstances, that in the opinion of Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust, I/ We have committed a serious credit infringement.
- That the credit provided to melus has been paid or discharged.

You can gain access to the information provided. Contact Perpetual Trustee Company Limited/Lismore Management Corporation Limited/ East Coast Mortgage Trust for details of how this may occur.

**Access to Commercial Credit Information** For the purpose of assessing my application for credit, I/We consent to Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust obtaining a report containing information about my commercial activities or commercial credit worthiness, from a business, which provides information about the commercial credit worthiness of persons.

**Access to Consumer Credit Information for a Commercial Credit Application** As my/our application is for commercial credit, I/We consent to Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust, in order to assess my application, obtaining from a credit-reporting agency a credit report about melus containing both commercial and consumer credit information.

**Exchanging information with other Credit Providers** I/We agree to Perpetual Trustee Company Limited/Lismore Management Corporation Limited/ East Coast Mortgage Trust checking personal information about me with any credit provider named in my credit application, and with other credit providers that may be named in a credit report issued by a credit reporting agency, or as considered necessary for any of the following purposes:

- To assess my creditworthiness;
- To assess an application by me for credit;
- To help me avoid defaulting on my credit obligations;
- To notify a default by me;
- The collection of overdue payments;
- To ensure clear title to proposed security.

I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

**Authority to disclose certain information to joint applicants.** I/We understand that if Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust declines my/our finance application due to adverse information on my/our personal or commercial credit file, then each applicant for the credit may be notified that the application has been declined wholly or partly on information derived from a personal or commercial credit report relating to melus

**Banker's Opinion** I/We authorise Perpetual Trustee Company Limited/Lismore Management Corporation Limited/ East Coast Mortgage Trust to give and receive a banker's opinion for the purposes connected with my/our business, trade or profession.

**Information to Guarantors** I/We consent to Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust giving to any guarantor(s)/indemnitor(s) all information, including credit reports and copies of documents, which Lismore Management Corporation Limited and East Coast Mortgage Trust sees fit concerning melus, the credit provided to melus and any security.

**Exchanging Financial Information** I/We consent to Perpetual Trustee Company Limited/Lismore Management Corporation Limited/East Coast Mortgage Trust exchanging information concerning my/our financial affairs with any person acting on my/our behalf, including my/our agent, accountant, solicitor or finance broker.

**Acknowledgement.** I/We have read, understand and agree to the acknowledgements and consents relating to the protection of my/our privacy.

## **Signatures of BORROWER (s) and Date**

Signature:	Signature:
Date	Date