

**Privacy Act, 1988**  
**Consent For Credit Provider to Give and Receive Information**

**CREDIT APPLICANT(S):**

**TYPE OF CREDIT APPLIED FOR:**

**DEALER:** FRANKSTON

TOYOTA

**VEHICLE:**

Make:

Registration No:

Model:

**AGREEMENTS BY CREDIT APPLICANT(S)**

I agree:

1. to Toyota Financial Services, a division of Toyota Finance Australia Limited (ABN 48 002 435 181) (**TFS**):
  - where I am applying for personal credit, obtaining a report about my commercial activities or commercial credit worthiness for the purpose of assessing my application from any business which provides information about the commercial credit worthiness of persons;
  - where I am applying for commercial credit:
    - obtaining from a credit reporting agency a credit report containing information about my personal credit worthiness for the purpose of assessing my application and for the purpose of assisting in collecting overdue payments in respect of that credit; and
    - obtaining information about my commercial credit worthiness of persons, my accountant or any supplier to me;
  - giving to and obtaining from any credit provider named in my credit application or in a credit report on me issued by a credit reporting agency, information about my credit arrangements for the purposes of:
    - assessing my application for credit;
    - notifying a default by me;
    - allowing another credit provider to ascertain the status of my finance arrangements with TFS where I am in default with one or more other credit providers; and
    - generally assessing my credit worthiness.

I understand the information exchanged can include any information about my personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other;

2. that TFS and:
  - any company which is related to TFS;
  - the dealer named above (**Dealer**);
  - any insurer (**Insurer**) under any insurance policy applied for or taken out by me in connection with the vehicle referred to above (Vehicle) or the financing of the Vehicle through TFS; and
  - any manufacturer or supplier of the Vehicle or any extended warranty taken out by me in connection with the Vehicle.(each referred to as a **Supplier**) may exchange with each other any personal information about me including:
  - any information provided by me in a credit application to TFS, an insurance proposal to any Insurer or any application, proposal or contract with or to another Supplier;
  - any other personal information I provide to any Supplier or which any Supplier otherwise lawfully obtains about me;
  - any transaction details or transaction history arising out of my arrangements with any Supplier; and
  - where the Privacy Act allows, or allows provided I agree, any information referred to in 1 above.
3. that TFS engages anyone (a Service **Provider**) to do something on its behalf (for example a mailing house, a debt collection agency or a lawyer) then TFS and the Service Provider may exchange with each other any personal

information referred to in 2 above and any other personal information the Service Provider lawfully obtains about me in the course of acting on TFS's behalf;

4. that any information referred to in 2 or 3 above can be used by any Supplier and any Service Provider for any purpose related to the purchase of the Vehicle, the financing of that purchase, the observance or performance of my finance arrangements with TFS, the insurance of the Vehicle or any other insurance or warranty taken out by me in connection with the Vehicle or the financing of the Vehicle. In addition such information can be used for planning, product development and research purposes;
5. that without limiting paragraph 4, TFS may disclose information referred to in 2 or 3 above to an collect personal information about me from government authorities such as land titles registrars, registrars of financial interests in respect of motor vehicles and motor registries in order to locate, identify or protect the Vehicle;
6. to TFS giving to a guarantor, and a proposed guarantor (for the purpose of considering whether to offer to act as guarantor), of any of my obligations to TFS personal information (including financial information and information derived from any report referred to in 1 above about me and all other information, including copies of documents TFS sees fit concerning my finance arrangements with TFS or the performance or observance of those finance arrangements

I understand that:

- If I fail to provide any information requested in any application to TFS for credit, or do not agree to any of the possible exchanges or uses set out above, my application for credit may not be accepted by TFS; and
- I can access most personal information that TFS holds about me by contacting TFS Customer Service on 137 200. Sometimes that will not be possible, in which case I will be told why.

**MARKETING CONSENT - OPTIONAL :**

I agree that my personal information may be used for marketing purposes by TFS and its related companies:

Yes

No

If I mark the "Yes" box this means TFS and its related companies may tell me about products or services which may be of interest to me. I understand that I may later tell TFS I no longer wish to receive marketing material, in which case TFS and its related companies will stop sending it.

**DISCLOSURE BY TFS:**

I understand that the Privacy Act allows TFS to give a credit reporting agency certain personal information about me and my credit application including, to the extent applicable:

- permitted information about me which will allow me to be identified;
- the fact that I have applied for credit and the amount of credit applied for;
- the fact that TFS is a current credit provider to me;
- payments which have become overdue by more than 60 days and for which collection action has commenced;
- cheques drawn by me for \$100 or more which have been dishonoured more than once;
- in specified circumstances, that in the opinion of TFS I have committed a serious credit infringement and
- that credit provided to me by TFS has been paid or otherwise discharged.

This information may be give before, during or after the provision of credit to me.

TFS might give any personal information about me to entities other than the Suppliers and the Service Providers referred to above where it is required or allowed by law or where I have otherwise consented (for example if I give an authority for my financial or legal adviser to obtain information from TFS).

**Credit Applicant (1)**                      Date Signed : ...../...../.....

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

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

Witness Signature: \_\_\_\_\_