

# Loan Application Form

## 1. Broker Details

[Broker Use Only]

Broker Company:

AFS Licence No:

Broker Name:

Telephone No:

By signing this section I acknowledge and confirm that I have identified the customer(s) in accordance with the applicable AML/CTF "Know Your Customer" requirements.

Broker to sign

AFS No:

## 2. Loan Information Checklist

[ Broker Use Only ]

**Please mark applicable box (x)**

**If you answer YES to any of the following questions the APPLICANT is not eligible for an TSLCapital Pty Ltd Loan.**

- |   |     |    |
|---|-----|----|
| 1. Is the applicant an individual who permanently resides overseas or is a non-permanent Australian resident? | Yes | No |
| 2. Is the applicant a company that is not registered in Australia?  | Yes | No |
| 3. Is the applicant a superannuation fund?  | Yes | No |

## DOCUMENTS AND INFORMATION TO BE SENT WITH THE APPLICATION

Application form – fully completed, declaration signed and dated copies of sighted identification documents

### **PAYG applicants (any one of the following combinations – as applicable)**

2 current payslips with YTD figures (most recent payslips, no more than 60 days old)

Current group certificate and 1 current payslip OR letter from employer

Current taxation return and 1 current payslip OR letter from employer (taxation return must have been lodged and accepted by the ATO)

For contract workers: A current contract and current taxation return

### **Company / Self employed applicants (as applicable)**

2 current business taxation returns OR

1 business taxation return and 1 set of financials reflecting 2 years trading activity AND 2 current individual taxation returns for each Director/Sole-Trader/Partner with the most recent tax assessment notice.

### **Company/Trust applicants and/or Guarantors**

Certified copy of the Trust Deed

### **Rental (any 1 of the following current documents)**

Tenancy agreement

Management statement

### **New purchase applications**

Purchase contract – copy of purchase contract (must be fully executed prior to settlement)

### **Additional Information**

AML/CTF Identification Checklist

### **Refinance applications**

Last 6 months statements for mortgage loans

### 3. Know Your Customer Verification Checklist for Individuals

#### Identification Documents

**Primary photographic documents** (Note: must show a clear photograph)

Australian Drivers Licence

Australian/Foreign Passport (not expired by more than 2 years)

State or Territory issued Proof of Age card

If you are unable to present one of the primary photographic documents you can present a primary non-photographic document PLUS a secondary document to meet your identification requirements.

**Primary non-photographic documents**

Australian Birth Certificate Birth Extract issued by State or Territory

Australian Citizenship Certificate

Pension card issued by Centrelink

Health Care Card issued by Centrelink

**Secondary Identification Documents**

Financial Benefits Statement issued by the Commonwealth, State or a Territory within the last 12 months containing the name and residential address of the individual,

Income Tax Assessment Notice issued by the Australian Taxation Office within the last 12 months

Rates or Utility notice issued by a local government body or utilities provider within the last 3 months that records the provision of services to that address or to that person

(Mark (x) those that have been sighted and attach certified copies to this form)

### 4. Company Details

**Please mark applicable box (x)**

Borrower

Guarantor

For company applicants, either two Directors (one if sole Director) or a Director and Secretary must sign this application form.

Company name: \_\_\_\_\_

ABN: \_\_\_\_\_ Years trading: \_\_\_\_\_ Nature of business: \_\_\_\_\_

Trading name (if any): \_\_\_\_\_

Trading address: \_\_\_\_\_

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

Postal address (if different to trading address): \_\_\_\_\_

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

Company Phone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Email Address: \_\_\_\_\_ Company Internet Address: \_\_\_\_\_

Names of shareholders and % ownership:

\_\_\_\_\_ % \_\_\_\_\_ %

\_\_\_\_\_ % \_\_\_\_\_ %

\_\_\_\_\_ % \_\_\_\_\_ %

## 5. Trust Details

**Please mark applicable box (x)**

Borrower  
Guarantor

- If Trustee is an/are Individuals, please complete in conjunction with sections 6. & 7. "Personal Details"  
- If Trustee is a corporation, please complete in conjunction with section 4. "Company Details"

Trust name:

Trustee name:

ABN: Years trading: Nature of business:

Trading address:

State: Postcode:

Postal address (if different to trading address):

State: Postcode:

## 6. Personal Details

### BORROWER 1 / GUARANTOR 1

**Please mark applicable box (x)**

Borrower Guarantor

Title (Mr/Mrs/Miss/Ms/Dr) Gender  
Male Female

Given name(s)

Last name

Previous last name (if applicable):

Date of birth: / / Marital status:  
Driver's licence number Permanent Australian resident  
Yes No

No. adults in household: No. of depds:

Ages of depds.

Residential address:

State: Postcode:

At Current Address Since - Month: Year:

Current Residential Status: **Please mark (x)**  
Rent: Home Owned: Home Mortgaged: Boarding:

Other:

### BORROWER 2 / GUARANTOR 2

**Please mark applicable box (x)**

Borrower Guarantor

Title (Mr/Mrs/Miss/Ms/Dr) Gender  
Male Female

Given name(s)

Last name

Previous last name (if applicable):

Date of birth: / / Marital status:  
Driver's licence number Permanent Australian resident  
Yes No

No. adults in household: No. of depds:

Ages of depds.

Residential address:

State: Postcode:

At Current Address Since - Month: Year:

Current Residential Status: **Please mark (x)**  
Rent: Home Owned: Home Mortgaged: Boarding:

Other:

**BORROWER 1 / GUARANTOR 1**

Previous Residential address (if current less than 2 years):

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

Time at Previous Address - Months: \_\_\_\_\_ Years: \_\_\_\_\_

Postal address:

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

Home Phone: (    )

Silent: \_\_\_\_\_

Work Phone: (    )

Mobile No: \_\_\_\_\_

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

Have you ever been insolvent or assigned your estate for the benefit of your creditors?    Yes

If the answer is Yes please provide details:

**BORROWER 2 / GUARANTOR 2**

Previous Residential address (if current less than 2 years):

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

Time at Previous Address - Months: \_\_\_\_\_ Years: \_\_\_\_\_

Postal address:

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

Home Phone: (    )

Silent: \_\_\_\_\_

Work Phone: (    )

Mobile No: \_\_\_\_\_

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

Have you ever been insolvent or assigned your estate for the benefit of your creditors?    Yes

If the answer is Yes please provide details:

**7. Individual Employment Details****BORROWER 1 / GUARANTOR 1**

Current Employer:

With Current Employer Since:    /    /

Occupation: \_\_\_\_\_

Employer's address:

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

Employer's Phone: (    )

Previous Employer (if current less than 2 years):

Time at Previous Employer - Months: \_\_\_\_\_ Years: \_\_\_\_\_

**BORROWER 2 / GUARANTOR 2**

Current Employer:

With Current Employer Since:    /    /

Occupation: \_\_\_\_\_

Employer's address:

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

Employer's Phone: (    )

Previous Employer (if current less than 2 years):

Time at Previous Employer - Months: \_\_\_\_\_ Years: \_\_\_\_\_

## 8. Income Statement

### A. Annual Commercial Property Income

	Most Recent Year:
<b>Annual commercial property income</b>	
Gross rental income (security property/ies)	\$
Less: forecast outgoings	\$
<b>Net rental income (A)</b>	\$

### B. Individual Income

	Most Recent Year:
<b>BORROWER 1 / GUARANTOR 1</b> Gross PAYG income (B1)	\$
<b>BORROWER 2 / GUARANTOR 2</b> Gross PAYG income (B2)	\$

### C. Business Income

#### Company, trust, self employed

#### BORROWER 1 / GUARANTOR 1

	ABN:		
	Previous Year:	Last Year:	Current Year:
Net profit before tax			
<b>Plus addbacks</b>			
Interest paid			
Voluntary superannuation contributions			
Directors' salaries / allowances			
Depreciation			
Amortisation of goodwill/borrowing expenses			
Rent paid (if loan for owner occupied property)			
Abnormal expenses (non-recurring, i.e. legal fees)			
Adjusted net profit before tax business income (C1)			

#### BORROWER 2 / GUARANTOR 2

	ABN:		
	Previous Year:	Last Year:	Current Year:
Net profit before tax			
<b>Plus addbacks</b>			
Interest paid			
Voluntary superannuation contributions			
Directors' salaries / allowances			
Depreciation			
Amortisation of goodwill/borrowing expenses			
Rent paid (if loan for owner occupied property)			
Abnormal expenses (non-recurring, i.e. legal fees)			
Adjusted net profit before tax business income (C1)			

**D. Other Net Incestment Income**

**BORROWER 1/GUARANTOR 1**

Most Recent Year

Net rental income from other properties	\$
Net dividend income	\$
Net interest income	\$
<b>Total other income (D1)</b>	<b>\$</b>

**BORROWER 2/GUARANTOR 2**

Most Recent Year

Net rental income from other properties	\$
Net dividend income	\$
Net interest income	\$
<b>Total other income (D2)</b>	<b>\$</b>

**TOTAL BUSINESS AND PERSONAL INCOME (Before PAYG Tax)**

<b>Equals sum of A, B1, B2, C1, C2, D1 and D2</b>	<b>\$</b>
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**9. Assets and Liabilities**

**BORROWER 1/GUARANTOR 1**

NAME:

Description:	What do you own? Asset value:	What do you owe? Balance owing:	Mthly Pmt	To whom? Institution:	To be refinanced?	
Owner occupied property (house/unit/land):					Yes	No
Investment property (house/unit/land):					Yes	No
					Yes	No
					Yes	No
Car/Boat/Caravan					Yes	No
					Yes	No
					Yes	No
Savings						
Superannuation						
Other Assets (e.g. shares/managed funds)				If applicable		
Credit Cards/StoreAccounts/Hire Purchase		Limit	Mthly Pmt	Institution	Yes	No
					Yes	No
					Yes	No
Other Liabilities (Rent/Guarantor/Maintenance)						

## 9. Assets and Liabilities (cont.)

BORROWER 2/GUARANTOR 2

NAME:

Description:	What do you own? Asset value:	What do you owe? Balance owing:	Mthly Pmt	To whom? Institution:	To be refinanced?	
<b>Owner occupied property (house/unit/land):</b>						
					Yes	No
<b>Investment property (house/unit/land):</b>						
					Yes	No
					Yes	No
					Yes	No
<b>Car/Boat/Caravan</b>						
					Yes	No
					Yes	No
					Yes	No
<b>Savings</b>						
<b>Superannuation</b>						
<b>Other Assets (e.g. shares/managed funds)</b>				<b>If applicable</b>		
<b>Credit Cards/StoreAccounts/Hire Purchase</b>			<b>Limit</b>	<b>Mthly Pmt</b>	<b>Institution</b>	
						Yes No
						Yes No
						Yes No
<b>Other Liabilities (Rent/Guarantor/Maintenance)</b>						

## 10. Loan Details

### Purpose of Loan

Please mark applicable box (x)

Where purpose is purchase, please provide:

Purchase

Purchase price: \$

Add GST: \$

Add costs (stamp duty etc.): \$

Sub total: \$

Less own contribution: \$

**Total: \$**

Refinance existing loan:

\$

Equity release (Please indicate planned use of funds):

\$

**Total loan: \$**

Finance due date: / / and Settlement date: / / (if known)

Planned use of Funds:

Purpose of Loan (cont.)

Loan amount: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Loan term (maximum 12 months): \_\_\_\_\_ (Months)

Interest rate (if quoted): \_\_\_\_\_ (% p.a.)

Application fee (If quoted): \_\_\_\_\_ (% p.a.)

The application fee is payable on all applications and will be advised by TSLCapital Pty Ltd or your broker.

11. Details of Security Offered

Security 1

Security address:

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

Certificate of title/Folio Identifier: Vol: \_\_\_\_\_ Fol: \_\_\_\_\_ Purchase price / Estimated value: \$ \_\_\_\_\_

Property use (after settlement): \_\_\_\_\_ Place of business \_\_\_\_\_ Other – owner use \_\_\_\_\_ Investment \_\_\_\_\_

Property type: \_\_\_\_\_ Retail Office \_\_\_\_\_ Industrial \_\_\_\_\_ Residential \_\_\_\_\_

Registered name(s) on certificate of title: \_\_\_\_\_ Currently Mortgaged?: Yes No

Inspection contact (owner/real estate agent/property manager): \_\_\_\_\_ Who to?: \_\_\_\_\_

Inspection contact numbers (home, work or mobile): \_\_\_\_\_ How Much?: \_\_\_\_\_

Tenancy profile (commercial investment property only):

Tenant:	Current use:	Term (years):	Option (years):	Start date:	End date:	Out-goings:	Gross rental:

Security 2

Security address:

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

Certificate of title/Folio Identifier: Vol: \_\_\_\_\_ Fol: \_\_\_\_\_ Purchase price / Estimated value: \$ \_\_\_\_\_

Property use (after settlement): \_\_\_\_\_ Place of business \_\_\_\_\_ Other – owner use \_\_\_\_\_ Investment \_\_\_\_\_

Property type: \_\_\_\_\_ Retail Office \_\_\_\_\_ Industrial \_\_\_\_\_ Residential \_\_\_\_\_

Registered name(s) on certificate of title: \_\_\_\_\_ Currently Mortgaged?: Yes No

Inspection contact (owner/real estate agent/property manager): \_\_\_\_\_ Who to?: \_\_\_\_\_

Inspection contact numbers (home, work or mobile): \_\_\_\_\_ How Much?: \_\_\_\_\_

Tenancy profile (commercial investment property only):

Tenant:	Current use:	Term (years):	Option (years):	Start date:	End date:	Out-goings:	Gross rental:



## Security 3

Security address:

State:

Postcode:

Certificate of title/Folio Identifier: Vol: Fol: Purchase price / Estimated value: \$

Property use (after settlement): Place of business Other – owner use Investment

Property type: Retail Office Industrial Residential

Registered name(s) on certificate of title: Currently Mortgaged?: Yes No

Inspection contact (owner/real estate agent/property manager): Who to?:

Inspection contact numbers (home, work or mobile): How Much?:

Tenancy profile (commercial investment property only):

Tenant:	Current use:	Term (years):	Option (years):	Start date:	End date:	Out-goings:	Gross rental:

## 12. Declaration and Authorisation

TSL Capital Pty Ltd ACN 603 922 434 AFSL 478847 ("TSL Capital")

### Declaration and Authorisation

The customer(s) and guarantor(s):

1. Declare that to the best of their knowledge and belief, the facts, information and statements set out in this application are true and complete, and that no information which might affect the decision of TSL Capital has been withheld;
2. Undertake to supply to TSL Capital any information or facts relevant to this application which may become available or arise after the completion of this application;
3. Understand and acknowledge that approval of this application may be withdrawn should any false or misleading information have been given in this application;
4. Understand and acknowledge that:
  - (a) any valuation or inspection report obtained by TSL Capital in relation to any security offered to TSL Capital is for TSL Capital's benefit, not the customer's nor the guarantor's benefit, and it is TSL Capital's choice as to whether to make any such report available to the customer(s) or the guarantor(s);
  - (b) neither the customer(s) nor the guarantor(s) may rely upon any such report obtained by TSL Capital, whether such report is disclosed to the customer(s) or the guarantor(s) or not;
  - (c) neither the customer(s) nor the guarantor(s) should assume that any such report is based upon a detailed inspection of the security offered;
  - (d) any such report is not to be taken as implying that there are no defects other than those mentioned or, where the report relates to building works, that the works have been completed to a particular standard;
  - (e) TSL Capital does not accept any liability for the contents or accuracy of any such report;
5. The customer(s) agree to pay the application fee(s) referred to in this application and agree that such amount(s) shall be retained by TSL Capital;
6. Warrant that none of them is an undischarged bankrupt and that there is no outstanding judgment(s) or claim(s) against any of them;
7. Warrant that they are not insolvent and that they can pay their debts as and when they fall due;
8. Understand and acknowledge that this is an application only and as such does not imply that credit will be offered to the customer(s) by TSL Capital;
9. Understand and acknowledge that TSL Capital recommends that each applicant seek independent legal or other financial advice prior to entering into any credit contract that TSL Capital may offer to the customer(s) as a result of this application or any related guarantee;
10. Understand and acknowledge that any approval of this application by TSL Capital will be on such terms and conditions (including conditions as to interest rates) as TSL Capital shall choose;

## Declaration and Authorisation (cont.)

11. Authorise and consent to TSL Capital confirming details provided in this application with any person or persons who may reasonably be expected to confirm such details (e.g. an employer);
12. Is/are aware of their financial obligations under the proposed loan with TSL Capital;
13. Understand and acknowledge that the interest rate applicable at the time of application is subject to change and that the indicative loan commitment may vary;
14. Has/have fully disclosed to TSL Capital all assets and liabilities;
15. Is/are satisfied that their obligations to TSL Capital will not adversely impact on their ability to meet all of their other financial obligations (including living expenses) as and when they fall due;
16. Confirm that their income is sufficient to meet and they can comfortably afford, all repayments resulting from this loan(s) without incurring financial hardship;
17. Acknowledge that TSL Capital is relying on the above statements and information contained in this application form in considering whether or not to approve this loan application.

## Privacy Disclosure Statement

In compliance with the Privacy Act, applicant parties to a finance application who are natural persons should complete this return for the purposes of the Privacy Act.

### A. Acknowledgement of Disclosure of Credit Information to a Credit Reporting Agency

I/We acknowledge that Section 18E(8)(c) of the Privacy Act allows for the credit provider to give a credit reporting agency certain personal information about my/our application for finance.

The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- Such permitted particulars about me/us which allow me/us to be identified;
- The fact that I/we have applied for finance and the amount;
- The fact that the credit provider is a current credit provider to me/us;
- Payments which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by me/us which have been dishonored more than once;
- In specified circumstances, that in the opinion of the above-named credit provider, I/we have committed a serious credit infringement;
- That finance provided to me/us by the credit provider has been paid or otherwise discharged.

By virtue of this acknowledgement I/we understand that the credit provider has informed me/us of its disclosure policy to a credit-reporting agency of information about me/us and I/we so authorise such disclosures.

### B. Agreement/Authority for Credit Provider to Perform Certain Permitted Actions Concerning a Finance Application or Transaction

I/We agree that, if it is considered relevant in assessing my/our application for commercial credit, the credit provider may obtain from a credit reporting agency a credit report containing personal credit information about me/us.

I/We agree that the credit provider may obtain a report about my/our commercial activities or commercial credit worthiness from a credit reporting agency for the purposes of assessing my/our application for personal credit.

I/We agree that, if it is considered relevant to collecting overdue payments in respect of commercial credit provided to me/us, the credit provider may receive from a credit reporting agency a credit report containing personal information about me/us.

I/We agree that the credit provider may give to and seek from any credit providers named in the accompanying finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency information about my/our personal or commercial credit arrangements; I/we understand that this information can include any information about my/our 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.

I/We understand that this information may be given and used for purposes that include the following:

- To assess my/our application for credit
- To assist me/us to avoid defaulting on my/our credit obligations
- To notify other credit providers of a default by me/us
- To assess my/our credit worthiness
- To assess my/our position if I/we fall into arrears

### C. Agreement / Authority in Relation to Other Parties Performing Certain Permitted Actions Concerning Finance Applications or Transactions

I/We agree that a trade insurer may obtain my/our credit report from a credit reporting agency to assess the provision of insurance to the credit provider in relation to my/our application for commercial credit with the credit provider.

I/We agree that the credit provider may disclose information about my/our personal credit-worthiness to persons involved in funding mortgage credit for the purposes of enabling those persons so involved to perform tasks necessary in the funding of mortgage credit.

**D. Permitted Disclosure to Guarantor(s)**

I/We agree that pursuant to Section 18N(1)(bg) and 18N(1)(bh) of the Privacy Act the credit provider may disclose to a guarantor or to a person who is considering whether to offer to act as a guarantor or to a person who has provided or is considering providing property as security for me/us, credit information relating to me/us.

**E. Agreement / Authority by Guarantors**

I/We agree that the credit provider may seek a credit report concerning me/us from a credit reporting agency to assess whether to accept me/us as a guarantor of the finance commitments for the above-named Borrower(s).

I/We further agree that the Credit Provider may give to and seek from any credit providers named in the finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements; I/we understand that this information can include any information about my/our 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.

**F. Agreement Relating to Collection, Use and Disposal of Personal Information – AML / CTF Act**

All Borrower(s), Guarantor(s) and other applicant parties by signing this Authority acknowledge that the Credit Provider may have obligations arising from time to time under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) in relation to any finance application and each of them authorizes the Credit Provider to collect, use and dispose of any personal information obtained by the Credit Provider in compliance with the AML/CTF Act. It is understood and agreed that in certain circumstances the AML/CTF Act prohibits the Credit Provider from providing individuals with access to information collected by it for AML/CTF purposes.

**15. Signatures**

The customer(s)/debtor(s) and guarantor(s) acknowledge and agree that they have read, understood and agree with each and every part of this application, including the Declaration and Authorisation and Privacy Disclosure Statement.

**Company**

*This Application Form must be executed by the Company pursuant to its constitution.*

*Note – if a person is signing as Sole Director then please tick the applicable box below:*

Sole Director and Sole Secretary; or

Sole Director and there is no Company Secretary pursuant to section 204A(1) of the Corporations Act, and the constitution of the company does not require it to have a Company Secretary.

Full name:	_____	Full name:	_____
Signature:	_____	Signature:	_____
Office held (e.g. Director/Secretary):	_____	Office held (e.g. Director/Secretary):	_____
	date:    /    /		date:    /    /

**Individual**

**Borrower 1**

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

date:    /    /

**Borrower 2**

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

date:    /    /

**Guarantor**

**Guarantor 1**

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

date:    /    /

**Guarantor 2**

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

date:    /    /

## Company

This Application Form must be executed by the Company pursuant to its constitution.

Note – if a person is signing as Sole Director then please tick the applicable box below:

Sole Director and Sole Secretary; or

Sole Director and there is no Company Secretary pursuant to section 204A(1) of the Corporations Act, and the constitution of the company does not require it to have a Company Secretary.

Full name:

Full name:

Signature:

Signature:

Office held (e.g. Director/Secretary):

Office held (e.g. Director/Secretary):

date: / /

date: / /

## 16. Purpose Declaration

### Purpose declaration (complete only if the following statement is correct)

I/We declare that the credit to be provided by the credit provider is to be applied wholly or predominantly for business purposes or investment purposes other than investment residential property.

I/We furthermore declare that by undertaking this facility I/We intend to make financial benefit from this transaction, and that it will not place myself or ourselves in a position of financial hardship.

### IMPORTANT

You should only sign this declaration if this loan is wholly or predominantly for business purposes, or investment purposes other than investment in residential property.

lose By signing this declaration you may your protection under the National Credit Code.

What percentage of the loan proceeds will be used for business purposes?: %

How will the proceeds be used?:

Signature:

Signature:

date: / /

date: / /

## 18. Background / Supporting Comments