Credit Guide and Privacy Disclosure

Prepared by:Leanne Clune
Prepared on:06/10/2026

About us

BROKER DETAILS

Broker	Leanne Clune
Credit Representative Number	365925
Business Name	Leanne Clune and Associates Pty Ltd
Address	397 BONOGIN ROAD, BONOGIN QLD 4213
Phone Number	+61425738681
Email	leanne@leanneclune.com.au

LICENSEE DETAILS

Australian Credit Licence Name	Purple Circle Financial Services Pty Ltd
Australian Credit Licence Number	486112
Business Name	Purple Circle Financial Services Pty Ltd
Address	1st Floor, 256 Fitzgerald St, Perth WA 6000
Phone Number	1300 366 406
Email	compliance@purplecfs.com.au

Our **pledge** to service **excellence**

ABOUT THIS CREDIT GUIDE

This Credit Guide provides important information about us and the services we provide.

This document outlines the type of advice we can give you, how we are remunerated, fees and charges that may be applicable and what you can do should you have a complaint.

OUR COMMITMENT TO SERVICE

We are committed to assisting you find the right finance option based on the information provided by you. We have the essential qualifications, experience and competency required under the relevant legislation to give you the professional service needed in assessing your financial needs. You can be confident that we will deal with you in a fair and ethical manner and take the time to listen to your requirements and objectives. Once we have established your goals, we will investigate and assess a range of options from our extensive lender panel. Ultimately, our primary aim is to provide you with the finance which we believe is in your best interests.

SERVICES WE PROVIDE

We are authorised to arrange loans under the *National Consumer Credit Protection Act 2009* (National Credit Act). The National Credit Act regulates the activity of lending, leasing and finance broking.

Our Credit Representatives are authorised to engage in credit activities including providing credit assistance on behalf of Licensee. They can provide you with the following Credit Assistance:

- Give you information about loan/lease products or related services.
- Consider whether you are eligible for a loan or lease or any related service you requested.
- Suggest a suitable credit contract, an increase to your credit limit and/or that you retain your existing credit contract.
- Assist you to apply for a credit contract or an increase in your credit limit.
- Recommend a suitable consumer lease or to retain your existing consumer lease.
- Assist you to apply for a consumer lease.

Under the National Credit Act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain is not unsuitable to your needs and objectives. When we make our assessment, it is important that we utilise information that is accurate, complete and up to date. To decide this, we are required to conduct a Preliminary Assessment to determine if the loan is not unsuitable. The law requires us to:

- Make Reasonable inquiries about your requirements and objectives;
- make Reasonable inquiries about your financial situation;
- take reasonable steps to verify your financial situation

If we are supplied with incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

Credit will be deemed unsuitable if at the time of the assessment, it is likely that at the time the credit is provided:

- You could not pay or could only pay with substantial hardship;
- The credit will not meet your requirements and objectives.

If we provide you with credit assistance, you can ask us for a copy of our Preliminary Assessment any time up to 7 years after we provide you with credit assistance. To request a copy please contact us and we will provide you with a copy within 7 business days after the day we receive your request – provided you make the request within 2 years of the date when we provided you with credit assistance, otherwise within 21 business days after the day we receive your request.

ACTING IN YOUR BEST INTERESTS

When providing credit assistance, we are obligated to act in your best interests. This means that any products we recommend to you must be in your best interests and the reasons for these recommendations will be documented, recorded, explained and provided to you. In order to ensure your best interests have been met, we will assess what product/s and what credit assistance will be in your best interests.

This recommendation will include information about why this is in your best interests and how it is aligned to your needs and objectives.

In the case of actual, potential, or perceived conflicts of interest, we will disclose these to you and prioritise your interests ahead of our own in all circumstances. This includes giving priority to your interests in situations where we know, or ought to reasonably know there is a conflict between the interests of you and the interest of ourselves or a third party.

CONFLICT OF INTEREST

As a client, you may also be referred to any related or other company of which your broker may be a director or representative of, such as Accounting, Financial Planning, Real Estate, Insurance or Property Development. These industries operate under a different authorisation structure and the services provided are distinct from the services provided under mortgage broking. There is no obligation to utilise the referred services offered by your broker and you are welcome to compare services to those in the market prior to making any commitment.

Additionally, we may access various reports via our lenders such as credit or property reports. These services are offered free to brokers and we believe it does not influence our recommendations.

If any potential conflicts are noted during the assessment of the information you provided, these will be outlined on the Statement of Credit Assistance that will be provided to you prior to lodgement of your application to a lender.

FEES PAYABLE BY YOU TO US

If a fee is payable by you, this will be disclosed in a Credit Quote. The Credit Quote will outline any fees payable such as for providing credit assistance or for brokerage fees for asset or personal loan applications, and the time that they are payable.

FEES PAYABLE BY YOU TO THIRD PARTIES

When a credit application is submitted, other fees and charges may be applicable that are payable to the lender of your choice, such as application fees, valuation fees or other fees. These fees will be disclosed in a Credit Proposal that will be provided to you once we have collaboratively decided on a loan product. Additionally, you should review your loan contact or lease for further details of any such fees and charges

If for any reason your loan does not proceed, you may still be required to pay the lenders application and other fees, valuation fees and government fees as charged by the lender.

FEES PAYABLE BY THE LICENSEE TO THIRD PARTIES

We may pay fees to call centre companies, real estate agents, accountants, or lawyers, call centre companies and other parties for referring you to us. From time to time, we may also remunerate other parties through payments, rewards or benefits. These referral fees are generally small amounts in accordance with usual business practice.

These are not fees payable by you.

Further information about referral fees, including our reasonable estimate of the amount of any fees payable and how it is calculated is available from us on request and will be included in the Statement of Credit Assistance document we will supply to you when we provide you with Credit Assistance.

PAYMENTS RECEIVED BY THE LICENSEE

We may receive fees, commissions or other remuneration or rewards from the lenders or lessors who fund the finance we arrange for you for various reasons which may include lender specific volumes. These are not fees payable by you.

Remuneration or rewards may include training, professional development, entertainment, gifts, conference attendance, sponsorship or entry into a competition run by a lender or my aggregator. These types of rewards are not generally permanent and the remuneration received is not readily ascertainable.

If your Broker is a Credit Representative of the Licensee they may receive a whole or part of the commissions received by the Licensee that has been described.

Purple Circle Financial Services Pty Ltd and our Credit Representatives may also receive a benefit for referring you to other specialist service providers. We will disclose this to you at the time we make the referral.

The total amount of commission we may receive in relation to your loan or lease may vary depending on the lender or lessor, the term, the features, the amount of the loan or lease you ultimately choose and the amount and timing of the repayments that you make. Some or all of a commission payment received by Purple Circle Financial Services Pty Ltd may be paid to our Credit Representatives.

You may obtain from us information about a reasonable estimate of those commissions and how the commission is worked out. Specific details of any commission to be received will be included in the Credit Proposal that we will provide you with when credit assistance is provided.

COMMISSION ESTIMATES

HOME LOANS, INVESTMENT PROPERTY LOANS

Upfront commission payable by lenders in relation to loans is calculated as a percentage of the loan amount and is generally in the range of 0.5% and 1% of the loan amount. It is usually paid after settlement of the loan.

Trail commission payable by lenders in relation to loans is generally calculated regularly (monthly, quarterly, bi-monthly or annually) on the outstanding loan balance and is paid in arrears. The trail commission payable by lenders is generally in the range of 0% per annum and 0.30% per annum of the outstanding loan amount.

PERSONAL LOANS

Upfront commission payable by lenders in relation to personal loans is calculated as a percentage of the loan amount and is generally in the range of between 1.65% and 2.75% of the loan amount. It is usually paid after settlement of the loan.

No trail commission is payable by lenders in relation to personal loans.

LEASES

Upfront commission payable by lessors in relation to leases is calculated as a percentage of the lease amount and is generally in the range of 0.5% and 4% of the lease amount. It is usually paid after settlement of the lease. Trail commission is generally not payable in relation to leases.

Further details of the commission earned by us will be included in the Statement of Credit Assistance disclosure document we will provide to you at the same time as we provide you with Credit Assistance.

You can request information from us about the fees or commission that we are likely to receive, how they are calculated, and our reasonable estimate of the fees or commissions that will be payable.

COMPANY OWNERSHIP

The broker group provides arm's-length services to our business which include IT systems, loan information and lodgement systems, training and development, commission processing, conferences and professional development events, and assistance with regulatory and compliance obligations. In consideration of the services the broker group gives us, we pay fees to the broker group or the broker group retains some of the commission our panel lenders pay on loans we arrange.

Our business is owned and managed independently from the broker group.

We have access to a **comprehensive range of lenders** to **assist** you in your **finance requirements**.

The following list represents the **panel of lenders** that **the Licensee and any Authorised Credit Representative nominated in this document may be able to access** **(subject to accreditation requirements)**:

Allium Money (Brighten Home Loans)	Community First Bank	Macquarie Bank	RACQ (QLD Only)
AMP Bank	First Federal	ME Bank	Redzed
ANZ	Firstmac	Medfin	Resimac
Aquamore	Funding	Money Place	Shift
Arthurmac	Gateway Bank	Mortgage Ezy	St George/Bank of Melbourne/Bank SA
Australian Military Bank	Granite Home Loans	Mortgage Mart	Suncorp
Auswide Bank	Great Southern Bank	Move Bank	Thinktank
Axis Lending	Heartland Reverse Mortgages	My State	Teachers Mutual /Firefighters/Uni Bank
Bank Australia	Hejaz Financial Services	NAB	UBank
Bank of China		Now Finance	Valiant Finance
Bank of Queensland	Home Affordability Solutions	ORDE Financial	Victorian Mortgage Group
Bank of Sydney	Household Capital	P&N Bank (WA Only)	Westpac
BankVic	IMB (VIC Only)	Paramount Mortgages	WISR
Bankwest	ING	People First Bank	WLTH
Bendigo Bank	Judo	Pepper Money	Zip Business
Better Mortgage Management	Keystart (WA Only)	Pepper Asset	360MMS
Beyond Bank Australia	La Trobe Financial	Plenti (formerly RateSetter)	
Bluebay Home Loans	Latitude	Prime Capital	
Bluestone Home Loans	Liberty Financial	Prospa	
Commonwealth Bank	MA Money	Qudos Bank	

LICENSEE'S TOP 6 MOST COMMONLY USED LENDERS

ANZ, Westpac, Macquarie, NAB, CBA, Bankwest, St. George

CREDIT REPRESENTATIVE'S TOP 6 MOST COMMONLY USED LENDERS

The credit representative commenced with Purple Circle Financial Services during this financial year, the broker is unable to provide information in respect to the previous year's top 6 lenders.

OUR INTERNAL DISPUTE RESOLUTION (IDR) SCHEME

We are committed to providing you with the best possible service. If at any time we have not met our obligations or you have a complaint about the service that we provide, please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly. If you have a complaint, the following steps are available to you. In the first instance, please contact Leanne Clune.

We will acknowledge receipt of your complaint within 1 business day. If Leanne Clune is unable to resolve the complaint to your satisfaction within 5 business days, we will escalate the complaint to the Complaints Officer. You can also contact the Complaints Officer directly as detailed below:

COMPLAINTS OFFICER

Name	Complaints Handling Officer
Email	compliance@purplecfs.com.au
Phone Number	1300 366 406
Address	1st Floor, 256 Fitzgerald St, Perth WA 6000

There will be situations where the Complaints Officer is also your Broker. This will not have any impact on the capacity to deal with your complaint effectively or appropriately. We may ask for additional information to ensure your complaint is properly investigated.

Within 30 calendar days from the date you lodged the complaint with us, we will write to you advising you the outcome of the investigation and the reason/s for our decision, or if required, we will inform you if more time is needed to complete the investigation.

OUR EXTERNAL DISPUTE RESOLUTION (EDR) SCHEME

If you do not think we have resolved your complaint to your satisfaction, or you have not heard from us within 30 calendar days, you may refer the matter to an EDR scheme. You may also refer the matter to an EDR scheme at any time, but if our IDR process in still in progress, they may request that our IDR processes be complete before considering the matter further.

This EDR process is available to you, at no cost. Two EDR schemes may be listed below. This indicates that the Licensee and their Credit Representative are both required to be members (independently) of an ASIC approved EDR scheme. Where a Credit Representative's EDR is displayed, please contact that EDR scheme in the first instance for complaint escalation.

	EDR (LICENSEE)	**EDR (CREDIT REPRESENTATIVE)**
Name	Australian Financial Complaints Authority (AFCA)	Australian Financial Complaints Authority (AFCA)
AFCA Member Number	37926	67679
Email	info@afca.org.au	info@afca.org.au
Phone Number	1800 931 678	1800 931 678
Address	GPO Box 3, Melbourne VIC 3001, Australia	GPO Box 3, Melbourne VIC 3001, Australia

BROKER BENEFITS DISCLOSURE

As part of our compliance with transparency in broking practices and promotion of appropriate customer outcomes, we keep a register of benefits received from any lenders or aggregators. The register lists any benefits or gifts to the value of $100 or more. You may request a copy of this register to provide you with confidence that we have no lender conflicts.

TIERED SERVICING DISCLOSURE

We have access to a number of lenders that provide tiered servicing processes, enabling our loans to be processed faster. We are provided these services based on a number of measures. These programs promote preferential service standards to our loan applications, but do not entitle us to additional payments or commissions or to preferential customer discounts.

THINGS YOU SHOULD KNOW

We do not provide legal, financial or taxation advice unless specified in a separate contract. Accordingly, it is important you ensure you understand your legal obligations under the loan, and the financial consequences. We recommend that you consult your Accountant, Solicitor, Taxation Department, Investment Adviser or any other licensed person in respect to the financial implications of this application for finance before you enter the credit contract.

Under the Financial Services Reform Act 2001, Specialist Finance Group and/or their authorised representative cannot provide any advice or opinion on any deposit accounts and/or insurance products.

As a duty of care, we recommend that you seek professional advice in regards to insurance products such as mortgage protection insurance, income protection insurance and life insurance. It is the responsibility of the applicant/s to maintain mortgage repayments and we strongly recommend that you seek insurance advice with regards to risk management and financial planning.

We will inform you of any potential conflict of interest or relationship that could reasonably be expected to influence our recommendation.

We don’t make any promises about the value of any property you finance with us or its future prospects. You should always rely on your own enquiries.

QUESTIONS?

If you have any questions about this Credit Guide or anything else about our services, just ask at any time. We’re here to assist you.

PRIVACY DISCLOSURE & CONSENT

In handling your personal information, Purple Circle Financial Services Pty Ltd ABN 21611305170 Trading as Purple Circle Financial Services Pty Ltd, Australian Credit Licence 486112, 1st Floor, 256 Fitzgerald St, Perth WA 6000, 1300 366 406 and our Authorised Credit Representatives are committed to complying with the *Privacy Act 1988* (Privacy Act) and the Australian Privacy Principles.

HOW AND WHY WE COLLECT YOUR PERSONAL INFORMATION

We need to collect personal information about you to provide you with our broking and related credit services. This privacy statement tells you how we collect your information, what we use the information for and with whom we share the information. If we collect information that can be used to iden tify you, we will take reasonable steps to notify you of that collection. In certain circumstances, we may also be required to collect sensitive information (such as health information) on behalf of the lender in the course of providing credit assistance.

We will collect your information from you directly whenever we can, including enquiries we make of you when you seek credit assistance from us. We may verify that information from sources referred to in the responses to those enquiries or in this privacy statement.

Sometimes we will collect information about you from other sources as the *Privacy Act 1988* permits. We will do this only if it is reasonably necessary to do so, for example, where:

- we collect information from third parties about a loan or lease in relation to which you seek our services;
- we cannot get hold of you and we rely on public information to update your contact details, or
- we exchange information with your legal or financial adviser or other representatives.

We may use your information for purposes including:

- Giving you Credit Assistance;
- giving you information about loan products or related services;
- considering whether you are eligible for a loan or lease or any related service you requested;
- assisting you to prepare an application for a lease or a loan;
- administering services we provide, for example, to answer requests or deal with complaints;
- identifying you;
- telling you about other products or services we make available and that may be of interest to you, unless you tell us not to;
- telling you about suppliers, with whom we have arrangements, that supply goods or services that may be of interest to you;
- allowing us to run our business efficiently and perform general administrative tasks;
- preventing or investigating any fraud or crime or any suspected fraud or crime;
- as required by law, regulation or codes binding us, and
- any purpose to which you have consented.

PROVIDING YOUR PERSONAL INFORMATION TO OTHER ORGANISATIONS

In providing products and services to you it may be necessary for us to retain your personal information and provide it to other organisations with which we conduct business. We may exchange the information with the following types of entities, some of which may be located overseas:

- the broker group through which we may submit loan or lease applications to lenders or lessors on the broker group's panel. You can view the broker group's privacy notice by visiting www.specialistfinancegroup.com.au. It sets out how that broker group manages your personal information and where you can find its privacy policy.
- organisations which provide other products or services to you or to whom an application or referral has been made for those products and services;
- our Licensee;
- referrers that referred your business to us;
- financial services suppliers with whom we have arrangements;
- valuers, lenders, lessors, lender's mortgage insurers and other loan or lease intermediaries;
- organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other misconduct;
- Government or regulatory bodies as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities;
- guarantors and prospective guarantors of your loan or lease;
- service providers, agents, related entities and associates, contractors, and advisers that assist us to conduct our business for purposes including, without limitation, storing or analysing information mentoring/education and training as applicable;
- any organisation providing online verification of your identity;
- any person where we are required by law to do so;
- finance consultants, accountants and auditors, real estate agents associated with the property purchase, conveyancers, legal advisers, insurers and mailing services;
- any industry body, tribunal, court or otherwise in connection with any complaint regarding our services;
- your referees, such as your employer, to verify information you have provided;
- any person considering acquiring an interest in our business or assets, and
- any third party to which you consent to us sharing your information.

YOUR RIGHTS

You may gain access to the personal information that we hold about you by contacting us. You can also contact us to obtain a copy of our privacy policy and the privacy policy of any credit reporting body that may access your personal information. A copy of our full privacy policy can be obtained from our website, by visiting https://purplecfs.com.au/privacy or by contacting us on 1300 366 406. Our privacy policy contains information about how you can access or seek correction of the information we hold about you, how we manage that information and our complaints process.

SHARING OUTSIDE OF AUSTRALIA

From time to time, we may or a lender may use overseas organisations to help conduct business. As a result, we may need to share some of your information (including credit information) with such organisations outside Australia. It is not always practicable to know in which countries those organisations are located.

Similarly, we may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

INFORMATION ABOUT OTHER PEOPLE

If you give information to us about another person (such as your co-applicant) in relation to the services we provide, you will let that other person know that:

- we have collected their information to provide those services or for any other purpose set out in this privacy notice,
- we may exchange this information with other organisations set out in this privacy notice,
- we handle their personal information in the way set out in our Privacy Policy and this privacy notice and they can:
    - access or request a copy of that privacy policy or this privacy statement, or
    - access the information we hold about that other person,
    - by using our contact details above, and
    - we may not be able to provide those services to you unless we obtain their information.

IF YOUR PERSONAL INFORMATION IS NOT PROVIDED

If you do not provide us with all of the information we request, we may be unable to supply to you the product or service that you require, verify your identity or protect against fraud or let you know about products or services that may be suitable for your financial needs.

FEEDBACK ON THE HANDLING OF YOUR PERSONAL INFORMATION

Should you be dissatisfied with how the Credit Representative has handled your personal information, please contact us using the details listed above. We will take all necessary steps to investigate and address your concerns. If the issue you have raised is not resolved to your satisfaction, you should contact the Office of the Australian Information Commissioner at:

Telephone:	1300 363 992
email:	enquiries@oaic.gov.au
Mail address:	GPO Box 5218, SYDNEY, NSW 2001

You can obtain a copy of our full Privacy Policy by contacting us using the details above. You can learn more about the Privacy Act and your rights at http://www.privacy.gov.au

CONSENT TO PROVIDE YOUR PERSONAL INFORMATION TO A CREDIT REPORTING BODY (CRB).

You authorise us to act as an access seeker within the meaning of section 6L of the Privacy Act to seek and obtain credit information on your behalf for the purposes of establishing which product is most suitable for your requirements and circumstances. If we act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a credit reporting body (CRB), we may disclose personal

information such as your name, date of birth, and address to the CRB to obtain an assessment of whether that personal information matches information held by it.

Credit information includes information such as your identity information, the type, terms and maximum amount of credit provided to you, repayment history information, default information (including overdue payments), court information, new arrangement information, personal insolvency information, disciplinary proceedings, complaints, delinquency, fraud investigations and details of any serious credit infringements.

CONSENT TO RECEIVE MARKETING INFORMATION

You consent to us doing so and we may periodically provide you with information about new products and services available from us or from other businesses with whom we have a relationship. Your consent to our providing this information to you will be implied unless you notify us that you do not wish to receive this information.

CONSENT TO RECEIVE DOCUMENTS ELECTRONICALLY

You consent to us providing you with documents by electronic communication where paper documents may no longer be given and electronic communications must be regularly checked for documents. Consent to the giving of documents by electronic communication may be withdrawn at any time.

CONSENT TO BEING RECORDED BY VIDEO OR AUDIO CONFERENCING

You consent to us obtaining personal information, financial information and credit information about you by video or audio conferencing for the purpose of arranging credit, providing credit assistance and give your permission for that video or audio conference to be recorded for this purpose.