

SUPPLY OF SERVICE AGREEMENT

Date: ____/____/____

This agreement is Between:

Bel's & Whistles Processing Pty Ltd as Trustee for The McNamara Family Trust,

of 25 Coach Drive Voyager Point NSW 2172

ABN: 67 636 331 649

AND:

Business name:

Address:

Definitions & Interpretation:

“B&WP” means Bel's & Whistles Processing Pty Ltd as Trustee for The McNamara Family Trust

“Broker” means a person or company that arranges mortgages between borrowers and lenders.

“lenders” means an organization that lends money.

“Agreement” means the decision between two people

“Loan Application” means the document that provides the essential financial and other information about the borrower on which the lender bases the decision to lend.

“Services” means providing work performed by an individual or team for the benefit of its customers.

“Processing” means where tasks, information and documents are passed from one person to another for action according to a set of procedural rules. It involves work by one or more people.

“Urgent” means same day processing

“Business Day” means 8am to 6pm Monday to Friday that is not a gazetted public holiday or a bank holiday.

“Confidentiality” means maintaining in confidence the information obtained and applying security measures no less stringent than the measures that B&WP applies to protect its own like information

(but in any event not less than a reasonable degree of care) to prevent unauthorised disclosure and use of the information.

“FHOG” means First Home Owners Grant

IT IS HEREBY AGREED AS FOLLOWS:

1. Loan applications, at the discretion of the Broker, will be sent to B&WP for Processing. B&WP will utilise its best efforts at the times to process the application as per the direction of the Broker upon receipt of all required information to process the application along with the following: -

a) Brokers own fact find via aggregators CRM portal or paper based.

b) Job sheet

2. Loan applications that require urgent submission will attract a fee as per attached fee for service schedule. The job is to be received by B&WP no later than 11am for same business day submission. If B&WP fails to process the application the same day then the urgent submission fee will not apply. If a delay has been caused by the broker not providing sufficient information to finalise the processing the urgent fee will still apply.

3. Loan applications that require submission over a weekend will attract an additional fee as per the attached fee for service schedule.

4. All responsibility in relation to accuracy of the loan application is to be signed off by the Broker by reviewing the application prior to submission. The Broker will email B&WP authorisation to send on all supporting documents to the lender. It is the Broker's responsibility to press the submit button.

5. The Broker has full responsibility for the loan product selection and B&WP will only act upon the Broker's instructions.

6. B&WP takes no responsibility for information provided on the loan submission as we are agents acting on behalf of the Broker. B&WP is not certified to make any decisions on the loan application and therefore all responsibility is with the Broker to ensure accuracy of all information prior to submission.

7. B&WP will act as an agent of the Broker and have the administrative carriage of the application until such time as the loan has settled. This work will require B&WP to liaise with the client, Broker, financial institution and any other necessary party in order to further the processing and settlement of the loan.

8. B&WP will maintain confidentiality regarding any information it obtains in the course of acting as agent for the Broker. On termination of this agreement, B&WP shall, at the Broker's option, either destroy or return any of the information, including any copies thereof saved on servers, or in its possession or control.

9. Information collected will not be disclosed, sold distributed, leased, shared or passed onto any third party unless B&WP has the Brokers written consent to do so.

10. B&WP will not use client information for any purpose which is not related to the products or services we provide to you or for any purpose for which you would not reasonably expect us to use the information.

11. B&WP will securely store all user names and passwords.

B&WP will notify Broker immediately of any data breach or loss of client data

12. By maintaining your relationship with B&WP you consent to client information we collect being used and disclosed in the manner set out below: -

a) Collecting requested information for the chosen lender in relation to the loan application.

b) Collecting requested information from the client's solicitor whom the client has instructed to assist them with their loan application and or purchase.

c) Collecting requested information to enable processing of a FHOG application

13. B&WP can terminate this agreement immediately if the Broker:

a) Continually fails to pay invoices within the agreed times

b) Commits, or is suspected of committing any unlawful conduct or breach of the Broker Code of Conduct or financial services regulations.

14. The Broker can terminate this agreement immediately without cause and without notice, and clause 8 will apply. The broker will pay within 7 days for any work in Progress.

15. Apart from the post settlement activity that forms part of B&WP usual business activities, B&WP will not have any dealings with the client after settlement and will decline any subsequent instructions from the client to act directly on behalf of the client. B&WP will notify Broker of any post settlement communications received from the client.

16. Upon agreeing to the terms of service, you will need to pay the one-time Setup fee of \$220 including GST. This fee is to assist with your initial consultation, setting up One Drive, IT setup and ongoing support. B&WP to provide an invoice.

17. In Consideration for supplying this service the Broker shall pay B&WP the fees outlined in the attached schedule which are subject to change at any time: -

18. INVOICES WILL BE ISSUED MONTHLY FOR THE TOTAL AMOUNT FOR THE PACKAGE SELECTED WITH A 7 DAY TERM – Late payments will incur an additional \$10 late fee for each day that the invoice is overdue, unless other arrangements are discussed and agreed in writing with B&WP.

19. In the event that any tax invoice over \$150 is more than 60 days overdue, a credit default may be listed against you which will remain on your credit file for up to 5 years.

SIGNED FOR AN ON BEHALF OF Bel's & Whistles Processing Pty Ltd ATF The McNamara Family Trust

Name: Belinda English Date: ____/____/____

Position: Managing Director

Signature: 

SIGNED FOR AND ON BEHALF OF _____

Position 1: _____ Position 2: _____

Signature 1: _____ Signature 2: _____

Date: ____/____/____ Date: ____/____/____