

Private Mortgage & Caveat Loan Application

This is an editable pdf. You can digitally complete & sign this form without printing

Please **save** this pdf to your PC. **Complete** all 13 sections, **save** and **print** the form. All borrowers and guarantors to **sign** where required and **initial** the bottom of all 13 pages, then **scan** back to info@platinummortgages.com.au. Please **include** the below items with your return application to ensure there are no delays in processing your request for a 1st mortgage, 2nd mortgage or caveat loan.

Section 1 - For all applications	
Completed loan application & supporting documents	A completed application pack must be fully signed by all owners of the property/ies before returning to Platinum Mortgages for finalising loan documents
Latest loan statement/s	Required for any and all properties being offered as security – latest 1 month
Rates notice/s on property/ies	Council & Water Rates Notices required for property/ies being offered as security
Evidence of what funds are used for	Required for ABN holders, loans in personal names, Pty Ltd Co loans & Corp Trusts
Terms of Engagement for Platinum Mortgages to act for you - page 8	You are appointing Platinum Mortgages to negotiate with lenders to obtain approval for your loan
Drivers Licence &/or Passport, Birth Cert, Medicare-all borrowers	Required for all applicants seeking finance – scans or photos from mobile phones are acceptable for pre-approval
Business bank account confirmation	Bank letter or stamped bank statement showing account details for funds transfer
Details of existing 2 nd mortgages or caveats	If you have more than one mortgage or caveat on the property/ies
Acceptance of 2 nd mortgage or caveat	If applying for a 2 nd mortgage or caveat behind existing 1 st mortgage holder
Other item required	Please provide the following:
Other item required	Please provide the following:

Section 2 - Introducer details	
Contact name	
Company name	
Company address	
Business contact number	
Business email address	

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Section 3 - Purpose of the loan you are seeking, amount, term, repayment, date etc

Purpose of loan					
First mortgage			Second mortgage/Caveat		
Net loan request \$			Loan term required		
Proposed interest rate %			Required settlement date		
Repayment of loan	Loan to include interest?				
How is this loan to be repaid?			Alternate repayment method?		
Is this loan urgent?	Yes	No	Has this loan been submitted to others?		

Section 4 - Use of funds – Please complete the following table describing how the funds will be used

Description of use of funds	Amount \$	or	Amount %
1			
2			
3			

Section 5 - Your Solicitor that will provide legal advice for your loan

Name of firm		Contact name	
Email		Phone	

Section 6 - Borrower details – Company / Trust / ABN Holder

Company name (Pty Ltd)		ABN/ACN	
Trust name (if applicable)		ABN if app	
Business (ABN holder)		ABN	
Business address		State	P/C
Position of 1 st director			
Positions 2 nd & 3 rd director			

Section 7 - Company Assets & Liabilities

Description of item	Value	Amount Owing
Debtor(s)	\$	\$
Creditor(s)	\$	\$
ATO (inc GST, Payroll, etc)	\$	\$
Cash at bank	\$	\$
Credit card(s)	\$	\$
Vehicle(s)	\$	\$
Investment(s)	\$	\$
Totals	\$	\$

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Section 8 - About the Company Borrower

1	Does the company or director/s have any pending or past litigation matters	Yes		No	
2	Are there any unsatisfied judgements against the company or director/s	Yes		No	
3	Has the company or any director been bankrupt or insolvent in the past 5 years?	Yes		No	

Section 9a - Borrower/Guarantor details – Individual 1 | Director 1

First & middle name/s		Surname	
Address in full			
Drivers licence number		Mobile	
Email address		DOB	
Occupation		Employer	
Marital status		No of Dependants	
Name of spouse		Citizenship	

Section 9b - Borrower/Guarantor details – Individual 2 | Director 2

First & middle name/s		Surname	
Address in full			
Drivers licence number		Mobile	
Email address		DOB	
Occupation		Employer	
Marital status		No of Dependants	
Name of spouse		Citizenship	

Section 10a - Personal Assets & Liabilities – individual 1 | Director 1 | Guarantor 1

Description of item	Value	Amount Owing	Monthly Repayment
Personal mortgage(s)	\$	\$	\$
Vehicle(s)	\$	\$	\$
Personal loan(s)	\$	\$	\$
Investment(s)	\$	\$	\$
Totals	\$	\$	\$

Section 10b - Personal Assets & Liabilities – individual 2 | Director 2 | Guarantor 2

Description of item	Value	Amount Owing	Monthly Repayment
Personal mortgage(s)	\$	\$	\$
Vehicle(s)	\$	\$	\$
Personal loan(s)	\$	\$	\$
Investment(s)	\$	\$	\$
Totals	\$	\$	\$

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Section 11a - Property offered as security for this loan - 1

Address				State	P/C	
Owner/Purchaser				Owned	Purchasing	
Purchase Price	\$	Refinance Value	\$	Existing Loan/s	\$	\$
Property Type	Access for Valuer			M	04	
Property use is currently/will be:	Owner Occupied	Investment		Lender/s		
Is loan currently in arrears?	Yes	No	Details of arrears			

Section 11b - Property offered as security for this loan - 2

Address				State	P/C	
Owner/Purchaser				Owned	Purchasing	
Purchase Price	\$	Refinance Value	\$	Existing Loan/s	\$	\$
Property Type	Access for Valuer			M	04	
Property use is currently/will be:	Owner Occupied	Investment		Lender/s		
Is loan currently in arrears?	Yes	No	Details of arrears			

Section 11c - Property offered as security for this loan - 3

Address				State	P/C	
Owner/Purchaser				Owned	Purchasing	
Purchase Price	\$	Refinance Value	\$	Existing Loan/s	\$	\$
Property Type	Access for Valuer			M	04	
Property use is currently/will be:	Owner Occupied	Investment		Lender/s		
Is loan currently in arrears?	Yes	No	Details of arrears			

Section 12 - Applicant Declarations

Platinum Mortgage Management Pty Ltd may pay commissions or fees to any person or business that introduces or refers me to you or to a third party associated with a person or business who referred me to Platinum Mortgage Management Pty Ltd; and

Commissions or fees payable may be a dollar amount or an agreed part of an outstanding balance, interest rate charge or fee for a product or service or calculated by reference to other matters.

Declaration as to purpose of credit (Business only)

I/We the Applicant(s), declare that the credit to be provided to me/us by Platinum Mortgage Management Pty Ltd, is to be applied either wholly or predominantly for business and or for investment purposes.

IMPORTANT: You should not sign this declaration unless the loan is wholly or predominantly for business and or for investment purposes. By signing this declaration, you may lose your protection under the National Consumer Credit Protection Act 2009 (NCCPA).

I/We the Applicant(s), declare that I/We sign this declaration below before entering into this credit contract.

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Commissions Disclosure Declaration

I/We the Applicant(s) signed below am/are aware that –

I/We consent to Platinum Mortgage Management Pty Ltd paying such commissions.

Privacy Act & Consent Declaration to the Credit Provider or its Agent

Important Notice to Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

Platinum Mortgage Management Pty Ltd or its agent may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- the fact that Platinum Mortgage Management Pty Ltd is a current credit provider to you.
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- information that, in the opinion of Platinum Mortgage Management Pty Ltd you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.
- that credit provided to you by Platinum Mortgage Management Pty Ltd has been paid or otherwise discharged.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to you.

Statement by Applicant(s) for Credit

Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988) Platinum Mortgage Management Pty Ltd or its agent has informed me that it may give certain personal information about me to a credit reporting agency.
2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988) I/we agree that Platinum Mortgage Management Pty Ltd or its agent may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.
3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988) I/we agree that Platinum Mortgage Management Pty Ltd or its agent may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.
4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988) I/we agree that Platinum Mortgage Management Pty Ltd or its agent may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;
 - to assess an application by me/us for credit
 - to notify other credit providers of a default by me/us
 - to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
 - to assess my/our credit worthiness.

I/We understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

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5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)

I/we agree the Platinum Mortgage Management Pty Ltd or its agent may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

6. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)

I/we agree that Platinum Mortgage Management Pty Ltd or its agent may give to a person who is currently a guarantor, or whom I/We indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of [name of prospective guarantor] deciding whether to act as a guarantor, or to keep [name of existing guarantor] informed about the guarantee. I/We understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act 1988 and includes a credit report.

Costs of Application

I/We the Applicant(s), hereby apply for the loan described herein to be secured by a mortgage, caveat and or security instrument suitable to Platinum Mortgage Management Pty Ltd over the properties described herein.

I/We further declare that all statements within this loan application form and any/all associated accompanied documents are true and correct and furthermore understand that Platinum Mortgage Management Pty Ltd is relying on the information that I/We have provided to make their assessment of our loan application.

I/We the undersigned also agree that this application can only proceed with a current valuation of the security being offered by a qualified valuer selected by Platinum Mortgage Management Pty Ltd or their lenders at the expense of the undersigned and without implied obligation on the part of Platinum Mortgage Management Pty Ltd.

I/We and each other security provider separately charge in favour of Platinum Mortgage Management Pty Ltd, all of the security property referred to-

- In section 11a, 11b & 11c of this application; and or
- any associated or additional document provided to Platinum Mortgage Management Pty Ltd as part of this application be it provided at the same date / time or at a later date / time than the original application; and or
- any annexure provided to Platinum Mortgage Management Pty Ltd as part of this application be it provided at the same date / time or at a later date / time than the original application; and or
- any property acquired after you have provided this application to Platinum Mortgage Management Pty Ltd.

as security for the payment of the fees and expenses payable under this loan application and acknowledge that we may lodge a caveat on the title to that property to note the interest of Platinum Mortgage Management Pty Ltd under this provision.

I/We the undersigned agree to pay all necessary expenses, including legal costs incurred by Platinum Mortgage Management Pty Ltd in obtaining this loan, it is also agreed that by accepting this loan application Platinum Mortgage Management Pty Ltd is not obligated to grant a loan or any other financial accommodation.

I/We declare that I/We the undersigned, am/are over the age of 18 years at the time of signing this loan application and acknowledge that this loan application is being made to Platinum Mortgage Management Pty Ltd and its successors and assigns. I/We further declare that I/We have read and understood each and all sections of this loan application before signing that relevant section.

I/We declare the above to be true and correct by signing below.

Applicant(s) Declaration

I/We the Applicant(s), hereby apply for the loan described herein to be secured by a mortgage, caveat and or security instrument suitable to Platinum Mortgage Management Pty Ltd over the properties described herein.

I/We further declare that all statements within this loan application form and any/all associated accompanied documents are true and correct and furthermore understand that Platinum Mortgage Management Pty Ltd is relying on the information that I/We have provided to make their assessment of our loan application.

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I/We the undersigned also agree that this application can only proceed with a current valuation of the security being offered by a qualified valuer selected by Platinum Mortgage Management Pty Ltd at the expense of the undersigned and without implied obligation on the part of Platinum Mortgage Management Pty Ltd.

I/We and each other security provider separately charge in favour of Platinum Mortgage Management Pty Ltd all of the security property referred to in sections 11a, 11b & 11c of this application (and including property acquired after you have accepted this letter) as security for the payment of the fees and expenses payable under this loan application, and acknowledge that we may lodge a caveat on the title to that property to note the interest of Platinum Mortgage Management Pty Ltd under this provision.

I/We agree to pay all necessary expenses, including legal costs incurred by Platinum Mortgage Management Pty Ltd in obtaining this loan, it is also agreed that by accepting this loan application Platinum Mortgage Management Pty Ltd is not obligated to grant a loan or any other financial accommodation.

I/We declare that I/We the undersigned, am/are over the age of 18 years at the time of signing this loan application and acknowledge that this loan application is being made to Platinum Mortgage Management Pty Ltd and its successors and assigns. I/We further declare that I/We have read and understood each and all sections of this loan application before signing that relevant section.

I/We declare the above to be true and correct

X

Full name of person 1 making declaration

Date declaration signed

x

Full name of person 2 making declaration

Date declaration signed

X

Full name of person 3 making declaration

Date declaration signed

Please tell us about your situation here:

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Section 13 - Terms of Engagement		Schedule	
Term	Meaning		
Client	Names Personal:	(You)	
	Names Company/ies:		
	Address:		
Facility	Loan Amount:	Rate %	
	Purpose:		
Fees	Lender Fee:	or	
	Brokerage Fee:	or	
	Engagement Fee:	or	

By signing this Terms of Engagement to Act you irrevocably acknowledge and agree that:

- you have appointed Platinum Mortgage Management Pty Ltd (**Platinum**) exclusively solely to negotiate with funders/lenders and obtain approval for the Facility, or on such terms as you accept, on a reasonable efforts basis (**Approval**);
- you jointly and severally provide Platinum with an immediate and irrevocable authority to approach, communicate with, give and receive information (without limitation and in Platinum's sole discretion and to the extent that they consider is necessary) from and to any other creditor provider, lender, similar identifier or any necessary third party for the purposes of the Facility;
- any fee's charged by any proposed lender such as valuation, establishment and other fees are unascertainable at the time of signing this Terms of Engagement;
- you are liable for and indemnify Platinum for any fees or costs incurred or paid by them in any way related to the Terms of Engagement or the Facility;
- you are liable to pay Platinum the Engagement Fee: (Platinum Mortgage Management BSB: 124001 Account: 20492357)
 - immediately upon signing this Terms of Engagement to Act;
 - regardless of whether we agree to defer payment of the Engagement Fee;
 - whether or not we obtain an Approval; and
 - whether it is you or Platinum who terminates this Terms of Engagement.
- you are liable to pay Platinum the Brokerage Fee immediately upon Platinum obtaining a formal Approval;
- the Brokerage Fee is payable by you regardless of whether Platinum obtains an approval for a Facility in the precise terms as contained in the Schedule, provided at least one of the following criteria is met:
 - the Approval is sufficient to satisfy the Facility's Purpose in the Schedule;
 - the Approval is for a Loan Amount not less than 80% of the amount in the Schedule;
 - the Interest Rate is within 0.5% of the rate in the Schedule;
- you may elect to defer payment of the Brokerage Fee to the settlement of your loan;
- if you elect to defer payment of the Brokerage Fee, you are liable to pay Platinum the Brokerage Fee whether or not you agree to take up the Approval;
- if you elect to defer payment of the Brokerage Fee, the lender's solicitor (for any Facility settled for which Platinum has acted on behalf of you) is to draw down in favour of Platinum at settlement, the Brokerage Fee due to be paid by you under this Terms of Engagement in priority to any other amounts which may be due to you under a Facility;
- you charge as a fixed and floating charge all of your property, both real and personal, whether owned jointly, severally or as a trustee, with the payment of all amounts now or in the future becoming owing under this Terms of Engagement. If requested by Platinum, you must, at your own expense, execute and sign and deliver to Platinum a consent to caveat or other like instrument under the real property legislation of any jurisdiction in the form prepared by Platinum or its solicitors over any or all of your property.
- you will pay to Platinum all legal costs, on a full indemnity basis, incurred by it in enforcing its rights against you should you default on any of your obligations under this Terms of Engagement.
- you or Platinum may terminate this Terms of Engagement upon 14 days written notice to the other party. All rights and obligations of the parties shall survive the termination or expiry of this Terms of Engagement.

Executed by

Client(s): X _____ X _____ X _____

Date: _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____