# CREDIT GUIDE – ATLAS INVEST PTY LTD ABN 44546142280 – AUSTRALIAN CREDIT LICENCE 388539

We are your credit assistance provider/ credit provider today, and provide this Credit Guide for your information and under the terms of the NCCPA 2009. Should you have any queries or require further information regarding any matter please contact:

The Licensee	Phone	07 5452 7400
Atlas Invest Pty Ltd	Fax	07 5479 2231
PO BOX 1101 MAROOCHYDORE QLD 4558	Email	sales@championloans.com.au

Licensed Credit Providers we use frequently

Cookiedea Pty Ltd ATF The Nicemm Trust 0404 810 945

Giving the consumer the assessment

*Requirement to give assessment if requested* 

(1) If, before entering the credit contract or increasing the credit limit, the consumer requests the licensee for a copy of the assessment, the licensee must give the consumer a written copy of the assessment before entering the contract or increasing the credit limit. Note: The licensee is not required to give the consumer a copy of the assessment if the contract is not entered or the credit limit is not increased. Civil penalty: 2,000 penalty units. (2) If, during the period that: (a) starts on the day (the credit day) the credit contract is entered or the credit limit is increased; and (b) ends 7 years after that day; the consumer requests the licensee for a copy of the assessment, the licensee must give the consumer a written copy of the assessment: (c) if the request is made within 2 years of the credit day—before the end of 7 business days after the day the licensee receives the request; and (d) otherwise—before the end of 21 business days after the day the licensee receives the request. Civil penalty: 2,000 penalty units. Manner of giving assessment (3) The licensee must give the consumer the copy of the assessment in the manner (if any) prescribed by the regulations. No payment for assessment

(4) The licensee must not request or demand payment of an amount for giving the consumer a copy of the assessment. Civil penalty: 2,000 penalty units. Strict liability offence (5) A person commits an offence if: (a) the person is subject to a requirement under subsection (1),

(2) or (4); and(b) the person engages in conduct; and (c) the conduct contravenes the requirement. Criminal penalty: 50 penalty units. (6) Subsection (5) is an offence of strict liability. Note: For strict liability, see section 6.1 of the Criminal Code.

### Prohibition on entering, or increasing the credit limit of unsuitable credit contracts

Prohibition on entering etc. unsuitable contracts (1) A licensee must not: (a) enter a credit contract with a consumer who will be the debtor under the contract; or (b) increase the credit limit of a credit contract with a consumer who is the debtor under the contract; if the contract is unsuitable for the consumer under subsection (2). When the contract is unsuitable (2) The contract is unsuitable for the consumer if, at the time it is entered or the credit limit is increased: (a) it is likely that the consumer will be unable to comply with the consumer's financial obligations under the contract, or could only comply with substantial hardship; or (b) the contract does not meet the consumer's requirements or objectives; or (c) if the regulations prescribe circumstances in which a credit contract is unsuitable—those circumstances apply to the contract. (3) For the purposes of paragraph (2)(a), it is presumed that, if the consumer could only comply with the consumer's financial obligations under the contract by selling the consumer's principal place of residence, the consumer could only comply with those obligations with substantial hardship, unless the contrary is proved Information to be used to determine if contract will be unsuitable (4) For the purposes of determining under subsection (2) whether the contract will be unsuitable, only information that satisfies both of the following paragraphs is to be taken into account: (a) the information is about the consumer's financial situation, requirements or objectives, or any other matter prescribed by the regulations under paragraph 130(1)(d) or (e); (b) at the time of the contract is entered or the credit limit is increased, the information: (i) the licensee had reason to believe that the information was true; or (ii) the licensee would have had reason to believe that the information was true if the licensee had made the inquiries or verification under section 130. Credit contract not unsuitable under regulations (5) The regulations may prescribe particular situations in which a credit contract is taken not to be unsuitable for a consumer, despite subsection (2).

# **Dispute Resolution Procedure**

We are committed to a fair, genuine and prompt resolution of any matter.

Step One: Please telephone us promptly with your concern on 0754527400 because a conversation or two on the telephone means we can deal with it swiftly. Often complaints are misunderstandings that can be resolved with ease.

Step Two: If you feel your concern needs to progress, you may wish to utilize our Internal Dispute Resolution service. You can telephone us or put your concern in writing and post or email it to the above addresses, to the attention of The Complaints Contact Person. We will acknowledge we have received your concern and begin investigating. We will then write to you within 45 days about the outcome.

Step Three: If you are still not satisfied, you may wish to contact the Credit Ombudsman Service Limited. They will respond to your initial concern within 45 days. All dealings are at no charge to you. Their contact details are: Credit Ombudsman Service Phone 0292738400 Fax 0292612798 Email info@cosl.com.au Address: PO BoxA252 Sydney South NSW 1235. Please note: All issues must be dealt with in the first instance by us. You cannot go directly to the Credit Ombudsman, if you do they will direct you back to us. We are confident we can satisfy you - Our internal dispute success rate is currently 100%.

#### Fees & Charges Payable by you

You will only be charged a fee if we successfully obtain a loan for you. If we cannot provide you with a loan contract that is not unsuitable you will not be charged anything for our services. This fee will be provided to you in the separate "Quote for Credit Assistance".

#### Any Commissions we receive

Commissions we receive will also be disclosed fully in the separate "Quote for Credit Assistance".

Please note: Atlas Invest Pty Ltd TA Champion Loans has an origination agreement with the above listed Credit Provider. Consequently, Atlas Invest Pty Ltd TA Champion Loans is not an agent for, or representative of, the consumer. Before proceeding, the consumer is invited to make enquiries as to what other Credit Assistance Providers and Credit Providers may be offering in the way of services and credit, so as to be able to make informed decisions when dealing with Atlas Invest Pty Ltd TA Champion Loans, or the above listed Credit Provider.