

Discharge Authority Instructions for Completion

Please read these instructions carefully before completing the Discharge Authority

Section 1: Customer Details

Please include details of Customer Name/s and Customer Number/s of the loan/s to be repaid. Include any other parties to the loan/s as detailed in your Letter of Offer (i.e. security providers/guarantors). Please use an additional form if there are more than four parties to the loan.

Section 2: Property/Security to be released

Detail each security to be released. If the security is real property, full address and title reference details are required. If the number of securities to be released exceeds 3, please use an additional form.

Section 3: Settlement Type

Sale: Indicates that you have sold your property and a Contract of Sale has been completed and signed by all parties to the Contract. The Contract Settlement Date and Sale Price provided must reflect the details as disclosed in the Contract of Sale.

Section 27 (Victorian properties only): The purchaser may agree to release the deposit amount to you prior to settlement. If this box is ticked, the Bank will prepare a Section 27 letter and forward to the solicitor/conveyancer named in Section 4 of the Discharge Authority.

Refinance: Indicates you are moving your loan/s to another financial institution. The name of this financial institution is to be completed in this section.

Paid in Full: Indicates that loan/s secured by your property have been repaid in full from your own personal funds and this security is no longer required. You must indicate if you want the Bank to register the Discharge of Mortgage on your behalf (mandatory for Victoria, Western Australia, South Australia & New South Wales).

1. Bank to register Discharge of Mortgage: The Branch will advise you of the relevant State/Territory Registration Fee/s required by the Bank to register the Discharge. You can authorise this amount be debited from your Bendigo Bank Savings Account or alternatively provided to your Branch. Upon registration, a Certificate of Title will not issue for property in SA, QLD, NT, WA (paperless title). For any other property you must provide the details of the Bendigo Branch from which you intend to collect your Certificate of Title. Please note, after lodgement of the discharge of mortgage, it will take approximately 4 weeks for the clear Certificate of Title to issue back to the Bank. Once received, the Certificate of Title will be sent to the branch nominated by you for collection.

2. Discharge of Mortgage to be registered by you: Please complete details of the Bendigo Branch from which you intend to collect the Discharge of Mortgage and Certificate of Title (if applicable)

Other: Indicates that the security to be released does not fall into the above categories however is no longer required as security to your loan/s. Please specify the reason for the discharge of security.

Section 4: Legal Representative/Agent Details

The Bank is only authorised to disclose information relating to your settlement with agents that you have authorised.

Please provide the name and contact details of the Legal representative acting on your behalf or details of your agent attending settlement. If you do not wish to use legal representation and wish to deal with this transaction yourself please enter "N/A" in these fields.

Section 5: Settlement Funds Distribution

The Bank will determine the amount required to clear and/or reduce the loan accounts secured by the property/security listed in the Discharge Authority.

If you are discharging a property that secures multiple loan accounts and one of those accounts are to remain open, the Bank may require additional information.

Sale Price ≥ \$750,000.00: Please refer to the ATO Website to familiarise yourself with the Foreign Resident Withholding Tax Requirements to ensure that this will not have an impact to the funds available to affect your property settlement.

Surplus Funds: Any settlement funds remaining, after all debts/reductions have been satisfied and required fees deducted, will be returned to you. Complete the Bendigo and Adelaide Bank account you wish these funds to be deposited to.

Section 6: Privacy Disclosure

The Privacy Disclosure Statement regarding collection of personal information and credit-related personal information.

Section 7: Declaration and Submission

IMPORTANT – Please check that all details have been completed and that all borrowers and guarantors have signed the form (please use an additional form if there are more than four parties to the loan). Any missing or illegible information may result in the return and re-submission of the form resulting in delays to the discharge process. Required settlement notification timeframes must be noted to ensure Settlement Date can be met.

Associated fees and charges are payable by you at the time of the Discharge/Release of Mortgage request and are subject to change without further notice. To obtain these costs please obtain a copy of Bendigo and Adelaide Bank's current fees and charges brochure available either online at www.bendigobank.com.au or your local branch

Please ensure that 'Discharge Authority Instructions for Completion' are referenced when completing this Authority.

Section 1: Customer Details

Customer Name/s:	Customer Number/s:
Other Parties to Loan/s:	
Postal Address After Settlement:	

Section 2: Property/Security to be released

I/We hereby request Bendigo and Adelaide Bank release the security: (please list all properties or securities to be released)

A.	Title Reference Details:
B.	Title Reference Details:
C.	Title Reference Details:

Section 3: Settlement Type

<input type="checkbox"/> Sale	Contract Settlement Date: / /	Sale Price \$	<input type="checkbox"/> Section 27 required (Vic only)
<input type="checkbox"/> Refinance	Financial Institution Name:		
<input type="checkbox"/> Paid in Full	I request the Bank to register the Discharge of Mortgage on my behalf (<i>mandatory for VIC, WA, SA & NSW</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Registration Fee for lodgement <input type="checkbox"/> Deduct from Bendigo Bank A/c _____ <input type="checkbox"/> Paid to Branch <input type="checkbox"/> N/A		
	Document collection ¹ :- Bendigo Bank Branch: <input type="checkbox"/> _____		
<input type="checkbox"/> Other	Please specify:		

Section 4: Legal Representative/Agent Details

Company Name:	Phone number:
Fax Number:	Email address:

Section 5: Settlement Funds Distribution

I/We acknowledge that in exchange for the release of security detailed in Section 2, Bendigo and Adelaide Bank is to receive sufficient funds to clear/reduce all associated debts to which the property/security applies. This also includes the required Discharge Administration Fee/s. If any of these facilities are currently on a fixed interest rate I/we note that break costs or prepay costs may apply and this can be discussed with the Branch.

Discharge Administration Fee: - I/We acknowledge that \$350.00 applies (a) in relation to each *security* that *you* request *us* to partially or fully release or discharge; and (b) where *your loan account balance* is repaid in full and no *security* is released or discharged.

If the Sale Price is \$750,000.00 and above: I/We are aware of the ATO Foreign Resident Withholding Tax requirements which affects all vendors even if not a foreign resident and confirm that all required certificates/variation notices have been provided to the purchaser.

Remaining Settlement funds are to be deposited to my/our Bendigo and Adelaide Bank Account Number: _____

Section 6: Privacy Disclosure

1. Collection of Your Personal Information and Credit-Related Personal Information

We, Bendigo Bank, collect your personal information and credit-related personal information to assess your application, to provide you with the product or service that you have requested and to assess any future applications for products or services you may make to us or our related entities. If you are a guarantor we collect your personal information and credit-related personal information to assess whether to accept you as a guarantor for credit applied for, or provided to, the borrower. Collection of some of this information is required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. If you provide incomplete or incorrect information we may be unable to provide you with the product or service you are applying for.

2. Collection of Personal Information and Credit-Related Personal Information about Third Parties

We may need to collect personal information and credit-related personal information about a third party from you as part of this application. If we do this, you agree you will advise that person that we have collected their information and that in most cases they can access and seek correction of the information we hold about them.

3. Use and Disclosure of Your Personal Information and Credit-Related Personal Information

We may use your personal information and credit-related personal information to perform our business functions (for example internal audit, operational risk, product development and planning). We may also use your personal information to confirm your details (for example contacting your employer to confirm your employment and income details). We treat your personal information and credit-related personal information as confidential and only disclose it to others where necessary. For example, we usually disclose your information to organisations to whom we outsource functions such as mailing and printing houses, IT providers, our agents and specialist advisers such as accountants and solicitors. Other disclosures usually include joint account holders, account operators and account applicants, Credit Reporting Bodies (as defined below), insurers, intermediaries, valuers, debt collection agencies and government authorities. Your information may also be disclosed to our related entities, our joint venture partners and Community Bank@ companies where its confidentiality is maintained at all times.

4. Disclosure of Personal Information and Credit-related Personal Information to Overseas Organisations

Some of the organisations we disclose your personal information and credit-related personal information to may be located overseas. Where an organisation is located overseas we will either take reasonable steps to ensure that it complies with Australian privacy laws or we will seek your consent to the disclosure.

5. Access to and Correction of Your Personal Information and Credit-Related Personal Information

In most cases you can gain access to and seek correction of your personal information and credit-related personal information. Should you wish to do so, or if you have any queries about your information, please contact us on 1300 361 911.

6. Direct Marketing

We may use your personal information and credit-related personal information to inform you about financial products and services that are related to those you have with us or other products and services we think you may be interested in. These may be products and services provided by us, our related entities or other entities we are associated with. If you do not wish to receive any marketing material from us please contact us on 1300 236 344 (1300 BENDIGO).

7. Collection, Use and Disclosure of Your Credit-Related Personal Information

By signing this application you agree that we can do all of the following:

- a. Commercial credit-related personal information:
Seek and use commercial credit-related personal information to assess an application for consumer credit or commercial credit.
- b. Consumer credit-related personal information
Seek and use consumer credit-related personal information to assess an application for consumer credit or commercial credit.
- c. Collection of overdue payments:
Seek and use a credit report provided by a credit reporting body to collect overdue payments.
- d. Exchange of information between credit providers:
Seek from and use or give to another credit provider (including a credit provider who has lent money on the same security) any information or opinion about credit worthiness, credit standing, credit history or credit capacity.
- e. Exchange of information with intermediaries:
Seek from and use any consumer or commercial credit-related information from or disclose that information to, any introducer, financial adviser, accountant, mortgage manager, lawyer, or other intermediary (including any intermediary mentioned on the front page of this application form) acting in connection with any credit applied for or provided.
- f. Provide credit information to credit reporting bodies:
In this privacy disclosure statement, the "Credit Reporting Body" means each of the following organisations (whether acting individually or together):

Equifax
PO Box 964
North Sydney NSW 2059
Public Enquiries: 1300 762 207
Website: www.mycreditfile.com.au

Illion
PO Box 7405
St. Kilda Road
Melbourne VIC 3004
Public Enquiries: 1300 734 806
Website: www.checkyourcredit.com.au

Give to a Credit Reporting Body credit information:

Credit information is defined in the Privacy Act and includes, to the extent applicable:

- identification information;
- consumer credit liability information;
- repayment history information;
- a statement that an information request has been made in relation to you by us, or a mortgage insurer or trade insurer;
- the type of consumer credit or commercial credit, and the amount of credit, sought in an application:
 - * that has been made by you to us; and
 - in connection with which we have made an information request in relation to you;
 - * default information;
 - * payment information;
 - * new arrangement information;
 - * court proceedings information;
 - * personal insolvency information;
 - * publicly available information:
 - that relates to your activities in Australia or the external Territories and your credit worthiness; and
 - that is not court proceedings information about you or information about you that is entered or recorded on the National Personal Insolvency Index;
 - * our opinion that you have committed, in circumstances specified by us, a serious credit infringement in relation to consumer credit provided by us to you.

The Credit Reporting Body may include the information given by us in reports provided to other credit providers to assist them to assess your credit worthiness.

The Credit Reporting Body has a policy for managing your credit-related personal information that you may access by contacting them.

In some cases, a Credit Reporting Body may use your information for pre-screening your eligibility to receive direct marketing from us or other credit providers. If you do not want a Credit Reporting Body to do this contact the Credit Reporting Body.

Where you believe on reasonable grounds that you have been or are likely to be a victim of fraud you may request a Credit Reporting Body not to use or disclose your information.

- g. Provide information for securitisation:
Disclose any report or information to another person in connection with funding by means of an arrangement involving securitisation.
- h. Provide information to guarantors:
Disclose any information to any person who proposes to guarantee or has guaranteed repayment of any credit provided.

8. Providing your personal information and credit-related information to a mortgage insurer

In this privacy disclosure statement, the "Insurer" means each of the following organisations (whether acting individually or together):

QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071)
82 Pitt Street, Sydney NSW 2000
Phone: 1300 367 764
Contact: Privacy Officer
Email: compliance.manager@qbe.com
Website: www.qbelmi.com

Genworth Financial Mortgage Insurance Pty Limited (ABN 60 106 974 305)
Level 26, 101 Miller Street, North Sydney NSW 2060
Phone: 1300 655 422
Website: www.genworth.com.au

We may disclose your personal information and credit-related personal information when we apply to the Insurer for lenders mortgage insurance (LMI). By you signing this application, the Insurer can do the following:

Where permitted by the Privacy Act 1988, the Insurer may seek and obtain from a credit reporting body commercial credit information concerning your credit worthiness or history; consumer information; and collection of overdue payments information.

The Insurer collects your information for the purposes of assessing our application and securing and administering LMI for your mortgage, including dealing with claims and recovery of proceeds.

The information collected by the Insurer is required under the Insurance Contracts Act 1984 (Cth) and is necessary for the Insurer to undertake its business. If you do not provide any of the information requested of you then the Insurer will not be able to issue insurance. As a result, we may not be able to provide the mortgage to you.

The Insurer may use your information to assess the risk of providing LMI to us, you defaulting on your obligations to us and you being unable to meet a liability arising under a guarantee in respect of mortgage finance given (or to be given) by us to another person.

The Insurer may also use your information to verify your details provided by us, administer or vary any LMI cover provided (including for securitisation and hardship applications, dealing with claims, recovery of proceeds and enforcing the mortgage in the place of us), to conduct risk assessment and management involving securitisation, credit scoring, portfolio analysis, reporting, fraud prevention and claim recovery, to comply with any regulatory requirements including under the Privacy Act 1988 and Insurance Contracts Act 1984 as amended from time to time, and for any other LMI purpose relating to you or under the insurance policy issued by the Insurer to us in respect of your credit with us or as may be permitted by the Privacy Act 1988.

The Insurer may disclose your information to its related companies; us; your guarantor or potential guarantor; other insurers; claims assessors and investigators; parties for the purposes of securitisation; re-insurers; underwriters; loan servicers; trust managers; trustees and security trustees; organisations involved in surveying or registering a security property or which otherwise have an interest in a security property; ratings agencies; credit reporting bodies; its service providers (including marketing companies, data consultants and IT contractors); its agents, contractors, and external advisers; your referees, including your employer; your legal and financial advisers; brokers or referrers that submitted applications on your behalf or referred you to the mortgage manager; organisations that are involved in debt collecting or in purchasing debts; mercantile agents if you default on your obligations to us; payment system operators; parties involved in fraud prevention (including organisations such as fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other serious misconduct); other financial institutions and credit providers; and government and other regulatory bodies (e.g. the Insurance Council of Australia, ASIC and the ATO). Where permitted by the Privacy Act 1988 the Insurer may disclose your information to organisations located overseas (including in the USA, Canada, the United Kingdom or the Philippines) such as its related companies, re-insurers, service providers (including but not limited to data consultants and IT contractors), its agents, contractors and external advisers and government and other regulatory bodies. Overseas organisations may be required to disclose information shared with them with relevant foreign authorities under a foreign law. In those instances, the Insurer is not responsible for that disclosure.

The Insurer may also, to the extent permitted by the Privacy Act 1988, disclose information about you to a credit reporting body for any purpose set out in this consent. The credit reporting body gives other organisations (such as other credit providers) information to help them assess your credit worthiness. Some of the information may adversely affect your credit worthiness (for example if you have defaulted on your loan) and accordingly, may affect your ability to obtain credit from other credit providers.

The Insurer may need to exchange your information with credit providers and advisors during the course of the mortgage insurance policy for any purpose set out in this consent.

The Insurer may seek and obtain further personal information (including sensitive information) about you during the course of the mortgage insurance policy. The terms of this consent and the Insurer's Privacy Policy and Credit Reporting Policy apply to the collection, use and disclosure of that information.

The Insurer may store your information in cloud or other types of networked or electronic storage and will take reasonable steps to ensure its security, however, it is not always practicable to find out where your information may be accessed or held, as electronic or networked storage can be accessed from various countries via an internet connection.

Each Insurer has a Privacy and Credit Reporting Policy which contains information about:

- a. how you can access and seek correction of your information held by the Insurer;
- b. how you can complain about a breach of the Privacy Act 1988 (including any applicable privacy principles) or any registered privacy code that binds the insurer in respect of your personal or credit information (as appropriate); and
- c. how the Insurer will deal with a complaint.

Each policy available on the Insurer's website or by contacting them.

9. Privacy Policy and Credit Reporting Policy

You should also read our Privacy Policy and Credit Reporting Policy.

Our Privacy Policy contains information about:

- a. how you can access and seek correction of your personal information;
- b. how you can complain about a breach of the privacy laws by us and how we will deal with a complaint;
- c. if we will disclose personal information to overseas entities, and where practicable, which countries those recipients are located in.

Our Privacy Policy is available on our website www.bendigobank.com.au or by telephoning 1300 361 911.

Our Credit Reporting Policy contains information about:

- a. how you can access and seek correction of your credit eligibility information;
- b. how you can seek correction of your credit information;
- c. how you can complain about a breach of the credit reporting laws by us and how we will deal with a complaint;
- d. if we disclose your credit information or credit eligibility information to overseas entities, and where practicable, which countries those recipients are located in.

Our Credit Reporting Policy is available on our website www.bendigobank.com.au or by telephoning 1300 361 911.

Section 7: Declaration and Authorisation

I/We:

- Understand that if a Mortgage Tamer account exists (DJ ledger only), on the day of payout of the linked loan account the Mortgage Tamer account funds will be transferred to the linked loan account and the Mortgage Tamer account closed.
- Understand that if any error has been made in calculating the settlement amount, that I/we is/are liable for any amount outstanding.
- Agree that I/we shall not be released from the personal covenants of the security Bendigo and Adelaide Bank releases.
- Agree to pay Bendigo and Adelaide Bank any Discharge Administration Fee, Break Cost, Valuation Fee, Lenders Mortgage Insurance premium or other fees and charges that may become payable upon the partial/full discharge of security from my/our loan.
- Provide consent to Bendigo and Adelaide Bank to disclose and/or obtain any required information from the Legal Firm/Agent/Financial Institution as detailed above. This includes any information relating to settlement and the provision of settlement documentation to this party at settlement.
- Acknowledge that this fully completed and executed authority must be received by the bank in the following timeframe **prior** to settlement date and/or release of security. If the Bank does not receive this period of notice, settlement may be delayed:-
 - **Sale/Paid in Full:** At least 14 days notice
 - **Refinance:** At least 21 days notice
- For paid in full matters, understand that if a paper Certificate of Title is to issue after lodgement of the Bank's Discharge of Mortgage, it will take approximately 4 weeks for the clear Certificate of Title to be received from the respective Land Titles Office by the Bank.
- **Personal Property Security Act 2009 (PPSA):** I/We waive the right to receive any notice under the PPSA, including notice of a verification statement, unless the notice is required by the PPSA and cannot be excluded.

I/We confirm that signatures for all parties to the loan/s are below and that missing or illegible information may result in settlement delays.

Signature: _____	Full Name: _____	Date: / /
Signature: _____	Full Name: _____	Date: / /
Signature: _____	Full Name: _____	Date: / /
Signature: _____	Full Name: _____	Date: / /

Please return the signed and completed Discharge Authority to your local Bendigo Bank branch.

Date received / /	Receiving Officer Name: _____	ADM
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