

Commercial Loans

Application for Company/Trust borrowers



Email to: pcm@ingdirect.com.au

Post to: GPO Box 4094 Sydney 2001 - Attention: Priority Commercial Mortgages

Important note

- Use this form for unregulated loans only. For personal borrowers or regulated loans, please use the Individual and Regulated Loan Application Form.
- Please ensure your application form provides the necessary information as per the checklist in **Step 2**.
- Information on fees & charges, and additional forms, are located at www.introducer.ingdirect.com.au

Step 1: Introducer details

Introducer number (mandatory)	Introducer name		
<input type="text"/>	<input type="text"/>		
Introducer company name	Telephone number		
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email	Finance date (DD/MM/YY)	Estimated settlement date (DD/MM/YY)	
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	

Step 2: Checklist

Attach the following documents and information relating to your loan requirements.

All applications

- Brokers own submission (where applicable)
- Serviceability calculation
- Applicant/Guarantor Identification form
- Have you advised your customer of the relevant fees?
- Rates notice for all properties being refinanced

Income verification

- Last two years full business/company/trust Taxation Returns and financials, PLUS
- Last two years full personal Taxation Returns

New purchase applications

- Front page of the Contract of Sale/Contract Note and any Special Conditions (must show purchase price and settlement date)

Refinance applications

- Last 6 months statements of loans being refinanced or of trading account (if interest from loan account is offset to trading account - include transaction statements)

Trusts

- Trust Deed - must be provided with application to confirm beneficiaries, trust name and trustee

Joint Residential & Commercial application

- Residential application to be submitted first (submission address is located on the residential application form). You will be provided with a deal number that should be provided on the commercial application form & submission

Residential deal number(s) Deal amount \$

Introducer's acknowledgment that required supporting documentation is attached to the completed application.

Introducer signature

Step 3: Applicant/Borrower summary

Applicant/Borrower's name in full

Type of business entity

Trust Limited Pty Ltd Other

ABN or ACN

Registered business name (if applicable)

Step 4: Trust Applicant/Borrower details

To be completed for all Trust accounts.

Full name of trustee

Full name of Trust

Full name of Settlor of Trust

Type of Trust

Unit Discretionary Other

ABN of Trustee (if any)

Country of establishment

Unit number

Street number

Street name

Suburb

State

Postcode

Address of principal place of business (if any)

Unit number

Street number

Street name

Suburb

State

Postcode

Postal address (leave blank if same as above)

Unit number

Street number

Street name

Suburb

State

Postcode

Business details

Describe the applicant's business including industry.

Are any of the company directors/shareholders or trust beneficiaries a US citizen or US tax resident?

Yes

No

Years of management experience of director/key decision maker?

Date commenced trading

 / /

Provide the proprietors/partners/directors/shareholders/beneficiaries

Name	Position title	Share/% Owned
1. <input type="text"/>	<input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>

Step 5: Company/Trust Guarantor

Only complete this step if company guarantee is being provided.

Company/Trust Guarantor

Registered name

ABN or ACN

Postal address

Unit number

Street number

Street name

Suburb

State

Postcode

Provide shareholder/beneficiary details

	Name	Shareholder %
1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>

Company/Trust Guarantor

Registered name

ABN or ACN

Postal address

Unit number

Street number

Street name

Suburb

State

Postcode

Provide shareholder/beneficiary details

	Name	Shareholder %
1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>

Guarantor

Existing ING DIRECT customer Client number

Mr Mrs Ms Miss Other

Surname

First name

Middle name

Date of birth (DD/MM/YYYY) / /

Unit number Street number

Street name

Suburb

State Postcode

Partner/Spouse name

Driver licence number No of dependants Age of dependants

Mother's maiden name (mother's original surname / family name)

Contact number

Phone number - Home

Phone number - Work

Mobile number

Email address

Is guarantor an Australian Citizen/Permanent Resident? Yes No

Has applicant been bankrupt, had any credit defaults, or had a credit judgement?* Yes No

Have you provided all relevant financial information? Yes No

Has the loan applicant/guarantor/director ever been known by any other name in the last 7 years? e.g. maiden name, previous married name?* Yes No

Former name(s)*

*Please attach details to this application

Guarantor

Existing ING DIRECT customer Client number

Mr Mrs Ms Miss Other

Surname

First name

Middle name

Date of birth (DD/MM/YYYY) / /

Unit number Street number

Street name

Suburb

State Postcode

Partner/Spouse name

Driver licence number No of dependants Age of dependants

Mother's maiden name (mother's original surname / family name)

Contact number

Phone number - Home

Phone number - Work

Mobile number

Email address

Is guarantor an Australian Citizen/Permanent Resident? Yes No

Has applicant been bankrupt, had any credit defaults, or had a credit judgement?* Yes No

Have you provided all relevant financial information? Yes No

Has the loan applicant/guarantor/director ever been known by any other name in the last 7 years? e.g. maiden name, previous married name?* Yes No

Former name(s)*

*Please attach details to this application

Step 7: Assets and liabilities - for individual guarantors

Name

Assets

	Suburb	Postcode	Value	Monthly Investment Income*
Existing property (home)	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
Investment property 1	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Investment property 2	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Investment property 3	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Investment property 4	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Motor vehicle(s)			\$ <input type="text"/>	
Other assets e.g. furniture, personal effects, collectables, boat, etc.			\$ <input type="text"/>	
Savings with (name of institution):	<input type="text"/>		\$ <input type="text"/>	\$ <input type="text"/>
	<input type="text"/>		\$ <input type="text"/>	\$ <input type="text"/>
Deposit already paid on new property			\$ <input type="text"/>	
Investments: Superannuation			\$ <input type="text"/>	\$ <input type="text"/>
Shares			\$ <input type="text"/>	\$ <input type="text"/>
TOTAL ASSETS			\$ <input type="text"/>	\$ <input type="text"/>

Liabilities

	Amount owing (incl. available redraw)	Facility limit	Monthly payment	Financier	Indicate if debts to be repaid prior to or on settlement
Existing mortgage (home)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Existing mortgage (investment property 1)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Existing mortgage (investment property 2)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Existing mortgage (investment property 3)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Existing mortgage (investment property 4)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Personal loans or hire purchase	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Car lease/hire purchase	\$ <input type="text"/>		\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Other debts (store account/s, HECS, etc.)	\$ <input type="text"/>		\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Contingent liability (e.g. guaranteed debt)		\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Rent/board paid (if applicable)			\$ <input type="text"/>		
Child maintenance			\$ <input type="text"/>		
Credit card(s)	\$ <input type="text"/>	\$ <input type="text"/>		<input type="text"/>	<input type="checkbox"/>
TOTAL LIABILITIES	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>		

Expenses

	Monthly (\$)
General living expenses (to include groceries, utilities, phone, clothes, home maintenance, pets etc.)	\$ <input type="text"/>
Cars and transport	\$ <input type="text"/>
Personal and general insurance	\$ <input type="text"/>
Education and childcare expenses	\$ <input type="text"/>
Entertainment and leisure expenses	\$ <input type="text"/>
Other expenses	\$ <input type="text"/>
TOTAL EXPENSES	\$ <input type="text"/>

Step 8: Purpose of loan

Total business requirement - Applicant contribution = Total finance required

Summary of needs (please provide more detail in your submission)

Step 9: Product and payment type

Select the loan which the applicant wishes to apply for. If the applicant wants a combined loan or more than one loan, complete the relevant sections. Minimum total loan amount is \$250,000, with each split a minimum of \$50,000.

Split 1 - Commercial loan	Split 2 - Commercial loan	Split 3 - Commercial loan
Select product (Choose one product only per loan) <input type="checkbox"/> Commercial variable rate <input type="checkbox"/> Commercial fixed rate If selecting a fixed rate please indicate a term of 1-5 (years) <input type="text"/>	Select product (Choose one product only per loan) <input type="checkbox"/> Commercial variable rate <input type="checkbox"/> Commercial fixed rate If selecting a fixed rate please indicate a term of 1-5 (years) <input type="text"/>	Select product (Choose one product only per loan) <input type="checkbox"/> Commercial variable rate <input type="checkbox"/> Commercial fixed rate If selecting a fixed rate please indicate a term of 1-5 (years) <input type="text"/>

WARNING: If the applicant selects a fixed rate loan, break costs may be payable if at anytime before the fixed term expires, the applicant pays out their loan or make additional payments of \$20,000 or more in an anniversary year, or ask us to change loan type or fixed interest period. Break costs may be substantial, in some circumstances tens of thousands of dollars. If the applicant has a fixed rate loan, they should contact us for an estimate, or the amount of break costs if they are considering making a payment or asking us to change their loan type, or fixed interest period. Any additional payments or advanced funds are not available for redraw during the fixed term. Please refer to the Terms and Conditions for further details.

Total loan amount	Loan term*	Total loan amount	Loan term*	Total loan amount	Loan term*
\$ <input type="text"/>	<input type="text"/> Years	\$ <input type="text"/>	<input type="text"/> Years	\$ <input type="text"/>	<input type="text"/> Years
Repayment method The applicant wishes to pay; <input type="checkbox"/> P&I <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Interest only^ <input type="checkbox"/> Monthly If selecting Interest Only please indicate a term of 1-5 (years) <input type="text"/>		Repayment method The applicant wishes to pay; <input type="checkbox"/> P&I <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Interest only^ <input type="checkbox"/> Monthly If selecting Interest Only please indicate a term of 1-5 (years) <input type="text"/>		Repayment method The applicant wishes to pay; <input type="checkbox"/> P&I <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Interest only^ <input type="checkbox"/> Monthly If selecting Interest Only please indicate a term of 1-5 (years) <input type="text"/>	

* Maximum loan term is 20 years, inclusive of any interest only period.

^ For interest only loans, monthly repayments are required on the 1st day of each month.

Step 10: Security and Lease Agreements

Security to be offered in support of this business application (include security to be offered in respect of loans to be financed by ING DIRECT)

1.	Details of Security (eg. property address) <input type="text"/> Type and Use (lettable area min 50m2) <input type="text"/>	Estimated value \$ <input type="text"/>	Given by (owner) <input type="text"/> If under finance, name of provider <input type="text"/>
2.	Details of Security (eg. property address) <input type="text"/> Type and Use (lettable area min 50m2) <input type="text"/>	Estimated value \$ <input type="text"/>	Given by (owner) <input type="text"/> If under finance, name of provider <input type="text"/>
3.	Details of Security (eg. property address) <input type="text"/> Type and Use (lettable area min 50m2) <input type="text"/>	Estimated value \$ <input type="text"/>	Given by (owner) <input type="text"/> If under finance, name of provider <input type="text"/>
		Total security value	<input type="text"/>
		LVR	<input type="text"/>

Lease agreements/Tenancy schedules (if applicable)

Lease 1

Tenant

Term

Start date (DD/MM/YYYY) End date (DD/MM/YYYY)
 / / / /

Option period

Outgoings: Owner Tenant

Initial annual tenant Current annual tenant

Current/permitted use

Background/history of tenant

Address

Lease 2

Tenant

Term

Start date (DD/MM/YYYY) End date (DD/MM/YYYY)
 / / / /

Option period

Outgoings: Owner Tenant

Initial annual tenant Current annual tenant

Current/permitted use

Background/history of tenant

Address

Lease 3

Tenant

Term

Start date (DD/MM/YYYY) End date (DD/MM/YYYY)
 / / / /

Option period

Outgoings: Owner Tenant

Initial annual tenant Current annual tenant

Current/permitted use

Background/history of tenant

Address

Lease 4

Tenant

Term

Start date (DD/MM/YYYY) End date (DD/MM/YYYY)
 / / / /

Option period

Outgoings: Owner Tenant

Initial annual tenant Current annual tenant

Current/permitted use

Background/history of tenant

Address

NOTE: Please complete additional copies of this section if you are offering more than four properties as security.

Step 11: Contact details for valuation

Company name Mobile

Contact name Email

For additional contact info please complete below

Step 12: Fee authority

Payment by Credit Card

Mr Mrs Ms Miss Other

First name

Middle name

Surname

Please tick if you would like to use the same credit card as provided on the Upfront Valuation fee form

Signature

Please debit the following card

(Please note we cannot accept American Express or Debit Cards)

Visa MasterCard

Commitment fee*

\$

Valuation fee**

\$

Card number

Expiry date

* The Commitment fee is refundable if the loan is declined.

** Valuation Fee to be advised to your Broker before valuation is ordered.

The fee is non-refundable

NOTE: Application process will not commence unless this section is completed and signed

Step 13: Declarations

Consent by Applicant/s and Guarantor/s

ING DIRECT is a division of ING Bank (Australia) Limited ABN 24 000 893 292

Applicant full name

Guarantor full name

Guarantor full name

Guarantor full name

Guarantor full name

Privacy notification

At ING DIRECT we recognise that privacy and security of personal information is important to our customers.

We respect the confidentiality and security of your personal information and we are committed to protecting it at all times.

1. Collection and use of your personal information

ING DIRECT collects personal information to provide you with information about a financial product or service; to assess your application and eligibility for a financial product or service; to provide you with the financial products and services that you've requested; to manage your account(s) and otherwise administer our relationship with you; and to communicate with you about ING DIRECT and the products and services we offer, and then only when its necessary for or related to these purposes. We also collect any personal information necessary for the purposes of complying with our legal and regulatory obligations, including under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

By completing and signing this form you consent to our collection, use and disclosure of your personal information as outlined in this privacy statement. If you do not provide your personal information, we may be unable to provide you with ING DIRECT products or services.

2. Disclosure of your personal information

You consent to us disclosing your personal information to

i Other financial institutions

- Other financial institutions, such as banks, credit unions, building societies and payment services such as VISA, in order to set up and manage your account and to process banking transactions.

ii Other organisations

ING Group entities and/or third parties, such as:

- ING Group companies in order to service other ING products you may have within the Group and portfolio analysis;

- ING Group entities located in the Netherlands and Singapore for account administration, regulatory and security purposes or to comply with Australian and global regulatory requirements that apply to us or the ING Group;
- Any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);
- Organisations undertaking reviews of the integrity of our operations, including the completeness of our information;
- Authorised organisations providing services or functions on our behalf (including mailing services, document storage services, direct marketing, data verification services, information technology support and printing our standard documents and correspondence);
- Our solicitors, valuers and insurers (for loan products);
- Credit reporting or information verification bodies (or their affiliated entities) in order to obtain and provide details about your credit history or status, to verify other information about you including your identity, to carry out your request to correct your credit information or to resolve your complaint about the handling, use or disclosure of your credit information; and
- Any person acting on your behalf including mortgage intermediaries, your financial adviser, power of attorney, solicitor or accountant.

Any example used above to indicate when we might disclose personal information may not be limited to those examples (or examples of a similar kind).

Personal information will only be disclosed to third parties other than those listed above if you have consented; if you would reasonably expect us to disclose information of that kind to those third parties; if we are authorised or required to do so by law; or it is necessary to assist with law enforcement.

3. Collection, use and disclosure of your credit information

By making this application, you agree that subject to the Privacy Act ING DIRECT and any other financier who at any time provides or has an interest in the credit, can do any of the following at any time:

i Commercial credit information

Collect any commercial credit information from a business that provides commercial credit worthiness information and use that information to assess an application for consumer credit or commercial credit.

ii Collection of overdue payments

Collect and use a credit report provided by a credit reporting body to collect overdue payments.

iii Exchange of information between credit providers

Collect, use or disclose to another credit provider (including without limitation any other credit provider who has lent money on the same security) any information or opinion about credit worthiness, credit standing, credit history or credit capacity.

iv Exchange of information with introducers

Collect any consumer or commercial credit information from, or disclose that information to, any introducer, financial consultant, accountant, lawyer, or intermediary (including any introducer mentioned on the front page of this application form) acting in connection with any financing provided.

v Provide information to credit reporting bodies

Disclose to credit reporting body personal or commercial credit-related information. The information may include identity particulars; the fact that credit has been applied for, and the amount and type of credit.

vi Provide information for securitisation

Disclose any report or personal information to another person in connection with funding financial accommodation by means of an arrangement involving securitisation.

vii Provide information to guarantors

Disclose information to any person who proposes to guarantee or has guaranteed repayment of any credit provided.

viii Provide information in relation to disputes and enquiries

Disclose consumer credit information, commercial credit information, and personal information to any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of your loan.

Our website includes information about credit reporting, including details of the credit reporting bodies that we deal with, what information we provide to credit reporting bodies (including if you fail to meet your payment obligations or commit a serious credit infringement) and what information credit reporting bodies provide to other credit providers, your right to request credit reporting bodies not to use your credit reporting information for the purposes of direct marketing and information about your right to initiate a 'ban period' in cases of actual or suspected identity fraud. You can access this information at <http://www.ingdirect.com.au/privacy.htm>, or in hard copy by calling 133 464.

4. Access, correction and complaints

Our Privacy Policy contains information about how you:

- can access your personal information that we hold and seek the correction of that information; and
- may complain about a breach of the Australian Privacy Principles, Part IIIA of the Privacy Act, or the Credit Reporting Privacy Code, and how we will deal with such a complaint.

5. Marketing

We, or other ING Group entities, may provide you with further information about ING Group products and services unless you tell us not to. You may elect not to receive further information about us or ING Group products and services by contacting us online, calling or writing to us. If you have provided an email address to us, we may contact you using that email address, including to provide you with information about ING DIRECT or our products.

Our privacy statement may be updated from time to time, as we strive to improve the standard of service we provide to you. If you would like further information regarding privacy, you can review our current Privacy Policy online at www.ingdirect.com.au or request a copy by either calling or writing to us.

This privacy statement applies to ING DIRECT, a division of ING Bank (Australia) Limited.

Declaration - this section must be completed

'I / we' are references to the applicant.

I/We have completed or arranged for completion of and read and understood the particulars set out in this form and declare them to be true and complete.

The representations have been made to ING DIRECT to enable it to determine whether or not to offer a loan to me/us and I/we understand and acknowledge that ING DIRECT is relying on the information provided by me/us in this form in determining whether to offer the loan.

I/We hereby authorise ING DIRECT to make any other enquiries relative to this loan application, which it considers necessary. I/We also understand that this form does not in any way constitute an offer to lend or an acceptance of a loan offer.

Despite any representations which may be made to us by any person, I/we understand and acknowledge that ING DIRECT is not bound to approve this loan application, and is not to be treated as having approved this loan application until I/we receive a Letter of Offer/Loan Variation Confirmation from ING DIRECT confirming approval of the loan and listing the approval conditions, if any. I/We understand that no loan can settle until those conditions have been met.

Where the applicant is a company, it authorises each director of the company named as an authorised signatory on the "Authority to Operate" form to operate its loan account in all respects as if they were a applicant under the loan. This authority does not extend to the authorised signatory amending or revoking this authority or authorising other persons to operate the loan account (in which case all authorised signatories must agree). This loan application is executed below in accordance with the constitution of the company by two directors/a director and the secretary/the sole director and sole company secretary (as applicable) of the company.

Where the applicant is a trust, I/we are the sole trustees of the trust and have the full trust power and authority to operate the loan account as if I/we were the applicant.

I/We understand that ING DIRECT does not express an opinion as to the viability of any investment that may be the subject of this loan and does not accept any liability in respect of any loss or damage, I/we may sustain as a consequence of:

- a) the failure of the investment to perform as expected or,
- b) a change in my/our circumstances.

I/We understand that I/we may be required to pay a non-refundable valuation fee at the time of my/our application. The amount of this valuation fee (if any) is set out under the Funding Summary section. The valuation fee will be paid in accordance with my/our nominated payment method in the fee authority section.

I/We understand that fees and charges will apply (these fees and when they are payable will be set out in any Loan Offer/Loan Variation Confirmation that you give me/us).

To the best of my/our knowledge and belief, all the information given in this form including any annexure is true and correct.

By signing below, you:

- agree to your personal information being collected, used and disclosed in the manner and for the purposes set out in the privacy statement; and
- confirm the above declarations are correct.

Signed for the **Applicant** by **Director/Trustee**

Date (DD/MM/YY)

 / /

Signed for the **Applicant** by **Director/Trustee**

Date (DD/MM/YY)

 / /

Signed by **Director/Guarantor 1**

Date (DD/MM/YY)

 / /

Signed by **Director/Guarantor 2**

Date (DD/MM/YY)

 / /

Signed by **Director/Guarantor 3**

Date (DD/MM/YY)

 / /

Signed by **Director/Guarantor 4**

Date (DD/MM/YY)

 / /

Distribution of Loan documents

If this application is approved by ING DIRECT, by selecting the below I consent to my Introducer, as specified in this form to provide me with the precontractual loan documents (where applicable) on behalf of ING DIRECT.

By selecting the below, I acknowledge that:

- These are each important documents which I should read and retain for future reference; and
- ING DIRECT is not liable for any delays in the delivery of these documents from my Introducer.

Documents to be posted to my Introducer

Introducer delivery address

My Introducer to collect documents from ING DIRECT's solicitors