



# KEYSTART

## KEYSTART CODE OF PRACTICE

### **Introduction**

Keystart Loans Ltd (“Keystart”) is the lending arm of the Department of Housing and Works and is fully owned by the State Housing Commission. Keystart’s low-deposit loans are made available to members of the public to purchase a home in Western Australia. Applications for Keystart loans are made through loan originators appointed by Keystart.

This Code of Practice is a statement of principles designed to set standards of practice and fair dealing between Customers and Keystart’s appointed loan originators.

This Code of Practice applies to, and is binding on, all loan originators appointed by Keystart Loans Ltd.

### **Practice Standards**

The following Practice Standards apply to and bind all loan originators appointed by Keystart. Such originators are referred to as “the Originator” below.

#### ***Compliance with Laws***

1. The Originator will always comply with this Code, the Consumer Credit Code, the Trade Practices Act and other Fair Trading legislation, and other laws and regulations applying to a transaction from the time of enquiry until the loan is discharged.

#### ***Loan Applications***

2. The Originator will always disclose to an applicant all relevant details known to the originator about a proposed loan at the time of application.
3. The Originator will always make such enquiries as are necessary to determine an applicant’s capacity to repay the proposed loan.
4. The Originator will submit a loan application to Keystart, whenever possible, within two (2) business days (but in any case promptly) after receipt of a duly completed application, supplying all information required by Keystart to make the decision whether or not to grant the loan applied for.
5. The Originator will always keep an applicant informed of all relevant information known to the Originator relating to a proposed loan to the extent that that information applies to that applicant.

### ***Outcome of Loan Application***

6. The Originator will advise an applicant of the loan application, whenever possible, within two (2) business days (but in any case promptly), of a loan decision being notified by Keystart to the Originator.

### ***Confidentiality***

7. The Originator will at all times keep confidential information provided by an applicant and will only disclose information as may be required by law or authorised by the applicant.

### ***Fees and Commissions***

8. The Originator will always disclose to the applicant:
  - the fact of the origination and trailer fees to be paid by Keystart to the Originator; and
  - the formula for the fees.
9. The Originator will not charge an applicant any fee other than that required for a valuation or otherwise set out by Keystart from time to time.

### ***Skill, Care and Diligence***

10. The Originator will act with all due skill, care and diligence.
11. The Originator is responsible for the conduct, acts and statements of all employees, agents and franchisees involved in the origination of Keystart loans.
12. The Originator will always ensure that they, their associates and staff are thoroughly knowledgeable in all areas and aspects of Keystart's policies, processes and products.
13. The Originator will undertake all necessary education and training to maintain and further their and their staff's professionalism.

### ***Honest and Honourable Dealings***

14. The Originator will establish and maintain honest and honourable relationships with all persons with whom they come into contact in the course of their professional and commercial activities.
15. The Originator will act at all times in the interests of customers and not disadvantage Keystart or customers for the Originator's benefit.
16. The Originator will only suggest or recommend to an applicant Keystart finance that the Originator genuinely and reasonably believes is appropriate and affordable for the applicant.

17. The Originator will not engage in any acts or omissions of a misleading, dishonest, deceptive or fraudulent nature.
18. The Originator will ensure that the Originator's advertising will not be misleading, dishonest or deceptive, and take all reasonable precautions to protect customers against such practices.
19. The Originator will refrain from any conduct that may embarrass, impugn, discredit or harm the interests of Keystart.

### ***Complaints Handling***

20. The Originator will always provide a customer who makes a complaint details of the Keystart Scheme Manager's complaints contact person.
21. The Originator will treat a Customer courteously when a complaint is being made.
22. The Originator will not impose any fee on a Customer who makes a complaint.
23. The Originator will always respond in writing to the Keystart Scheme Manager, wherever possible, within ten (10) working days (but in any case promptly) after receipt of a request from the Keystart Scheme Manager's complaints contact person for a response to a customer complaint relating to the Originator.

### ***Conflict of Interest***

24. The Originator will frankly and fully disclose any actual, apparent or potential conflict of interest of which the Originator is or ought to be aware to the extent that such a conflict of interest may concern a Customer.

### ***General***

25. The Originator, its employees, agencies and franchises will not be excused for non-observance of the Code, by reason of any claimed ignorance of the Code and its practice standards.

2 September 2002