

# Mortgage Broker Disclosure Information

<b>Broker Name</b>	Carolyn Calder
<b>Name of Firm</b>	Legend International Mortgage Brokers 1998 Ltd (FSP761632)
<b>Client Name/s</b>	

- 1. Introduction:** I provide this Disclosure Statement to you to ensure openness in our relationship.
- 2. Nature of Business:** I am a practising specialist mortgage broker, whose core day to day business activity is the arranging of home loan facilities for clients. A specialist mortgage broker is required to provide clients with a choice of home loan facilities
- 3.** I have operated as a specialist mortgage broker since 1999
- 4. Professional Indemnity Insurance:** For your protection, mortgage brokers are required to maintain a Professional Indemnity Insurance Policy of no less than \$1 Million per claim. In proven cases, this protects my clients from financial loss due to fraud, gross negligence, gross misrepresentation, etc. (If perpetrated by me).
- 5. Remuneration:** In the normal course of business, I receive commission from the lender that I place client's home loan with. This is confirmed by the authority and declaration signed by my clients as part of the application form or loan application form. A copy is presented to my client at the time of application
- 6.** The nature of this commission can be a single upfront commission (percentage of the loan facility), an ongoing (trail) commission (percentage of the loan facility), or a mix of both.
- 7.** I may charge a one-off fee for work completed for clients which does not attract a broker payment from the lender.
- 8.** I may also receive a commission for the placement of insurance products for my clients (Fire & General, Personal Risk), either directly (if an agency is held) or indirectly if a referral is made to a specialist insurance adviser.
- 9.** Similarly, I may make payments to those who refer clients to me. Such payments are made solely at my discretion and are in no way detrimental to my clients.
- 10. Irregular remuneration and non-monetary benefits:** From time to time, I may receive monetary or non-monetary benefits from lenders. Such regular benefits do not influence the placement of client applications.
- 11. Privacy Act:** All discussions and information shared with me are subject to the Privacy Act 2020. You are entitled to access information from your file upon request. A detailed description of the authorised use of the information you supply is covered in the Authority and Declaration you sign with each application you make with me.
- 12. Conflict of Interest:** Always, I operate in the best interests of my clients, operating without conflicts of interest and with objectivity. The "Nature of Business" has been fully described above and clients are therefore aware of the options available to them, when appointing me as their mortgage broker.
- 13. Other Matters Requiring Clarification/Recommendation:** Legal and accounting issues – any discussions on legal or accounting issues do not replace advice from professional qualified specialist advisers (Solicitors and Accountants). I strongly recommend that you obtain such independent and specialist advice.
- 14. Professional Risk Insurance:** I do NOT offer any form of insurance cover but would recommend that you review your insurance cover with a registered Insurance advisor. Making a financial application in no way implies such a review has been applied for with me and specialist advice should be obtained.
- 15. Personal Disclosure:** I hereby certify that in the preceding five (5) years I have not been:
  - The subject of a successful claim (for dishonesty, negligence, or misrepresentation) under any Professional Indemnity Insurance policy held by me or on behalf of me.
  - Convicted of an offence of dishonesty or any relevant offence under any Act or law applying in New Zealand, nor been a director of a company so convicted.
  - Adjudicated bankrupt, nor are an undischarged bankrupt, nor have had a bankruptcy discharged.
  - Prohibited by law from taking part in the management of a company. Nor are there any proceedings currently being taken against me, (or any company of which I am a director) under any of the above (a-d).

I Carolyn Calder declare that, to the best of my knowledge and belief, the information contained in this disclosure statement is true and complete and complies with the disclosure requirements in the Financial Advisers Act 2008 and the Financial Advisers (Disclosure) Regulations 2010 and Financial Markets Conduct (Regulated Financial Advice Disclosure) Amendment Regulations 2020		<b>Broker Name:</b> Carolyn Calder <b>Broker Signature:</b>	
<b>Client Acknowledgement</b>	I/We acknowledge that our mortgage broker explained the contents of this Personal Disclosure Statement and has given me/us a copy.		
	<b>Full Name</b>	<b>Signature</b>	<b>Date</b>
<b>Applicant 1</b>			
<b>Applicant 2</b>			

## Declaration By Applicant(s)

I give Carolyn Calder the Adviser, from **Legend International Mortgage Brokers 1998 Ltd** the express authority to act on my behalf with all lenders and associated parties in respect of obtaining home loan eligibility and/or risk products associated with this application.

I/We understand that the Adviser provides a mortgage consultancy service for their clients requiring mortgage finance secured (generally, but not exclusively) by residential property.

Further, I understand that the Adviser does not charge me for services (unless specifically negotiated in advance) but receives a commission or brokerage fee from the Lender providing the loan. The Adviser is not an employee, agent, partner, joint venture partner of, nor does the Adviser act on behalf of, the Lender.

I/We authorise the Adviser to disclose the information in this application to any lending institution (referred to as the Lender), and for any Lender to use and rely upon the information in this application. We also authorise the Adviser to disclose information from this application to its insurance provider to obtain risk assessment quotes or active policies as required by me.

If my application is successful, I understand that the information will be used by the Lender for the purpose of administering the loan, and by the Lender, the Adviser for administering any ongoing commission payments to the Adviser. If the advisor has an arrangement with the Lender, that the Lender will pay an ongoing commission over the term of my loan, the Lender will periodically disclose the loan balance to the Advisor.

I acknowledge that I/We have been provided with and understand my copy of the Adviser's personal Disclosure Statement and Scope of Service.

### **By completing this form, I/we:**

1. Are not less than 18 years of age and I/We are not undischarged bankrupts or liable under any proceedings under the Insolvency Act 1967 or its amendments.
  2. Certify that the information provided by me/us in this application is true and correct, and that the answers to the questions made herein correctly reflect the financial and employment position of me/us at this date and that no information has been withheld that might affect a lenders decision to provide credit to me/us.
  3. Undertake to pay the following costs (if applicable)
    - a. Any fees charged by the Lender.
    - b. Any holding interest accruing until some or the entire loan monies are uplifted or until the Lender is advised that funds are not required.
    - c. All costs associated with the execution and registration of any security required by the Lender, and
    - d. All costs associated with the removal of such security when the loan is repaid
    - e. All costs associated with obtaining any registered valuation required by the Lender.
    - f. All costs associated with and agreed for work completed by the Adviser as stated in the Scope of Service
  4. Understand that the Lender accepts no responsibility for the value or condition of the property used/to be used as security for this loan, or whether it is suitable for my/our purposes, by reason of having carried out an inspection and/or valuation.
  5. Acknowledge that this application collects personal information about me/us, and that this information is being collected to determine my/our eligibility to obtain finance and insurance information.
  6. Authorise the Adviser and/or Lender to disclose personal information about me to credit reporting agencies (in the event of any default in any sum owing to the Lender) and to any third party making an authorised enquiry about me.
  7. Authorise the Lender to disclose my personal information to the Adviser during the term of the loan to answer my queries or to assist me with my financial arrangements as my circumstances change.
  8. Understand that I/we have right of access to, and correction of all personal information that relates pursuant to the Privacy Act 2020.
  9. Authorise the Adviser and/or the Lender to disclose and release information held by the Adviser and/or the Lender to providers of credit, credit agencies, insurance providers and current employers.
  10. Authorise the Adviser and/or the Lender to make enquiries relative to or in respect of or in further explanation of the information given in this application, which they consider necessary, and for the purpose to disclose to and seek from any bank, financial institution, other lender, accountant, solicitor, adviser, previous or current employer or any other entitled party, additional information including the details of my/our accounts or financial affairs or employment details and I/we authorise any party requested by the Adviser and/or the Lender to provide such information to either the advisor and/or the Lender.
  11. Agree that all personal information held by the Adviser may be used by the Adviser and/or the Lender for the purpose of mailing to me/us advice of any other products or services offered by any of the parties. In addition, I/we authorise the Adviser or the Lender to provide my/our name, address and telephone number to reputable research organisations for the purpose of seeking my/our views on services and products offered by the Adviser and/or the Lenders or Risk Insurers.
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**I/We confirm that I/We have permanent residency status in New Zealand**

**Applicant 1**                       **Applicant 2**

**Interest Rates:**

1. Interest rates are subject to change without notice.
  2. The interest rate quoted by the Adviser is the rate quoted to it, by a given lender. This rate is not guaranteed, held or available to the borrower until the Lender has confirmed the advised rate has been locked in via Lender documentation for the draw down date.
  3. Due to late settlement of the loan the quoted or 'locked' interest rate may be lost, and a new rate applied.
- If committing to a fixed interest rate and deciding to terminate or repay part or the full loan within this fixed period, you may/will incur a break fee as calculated by terms in the loan documents.

**Insurance:**

Under the advisor's duty of care, we must offer the review of personal risk insurance by a specialist risk adviser.

I have been offered the option to review my personal risk insurance requirements and have decided to:

- Have the review completed by an appointed insurance risk adviser
- Decline the option to review my personal risk insurance requirements and exempt the Adviser and any insurance risk adviser from any liability/losses caused because of this declination.

I acknowledge that, as part of the intended financing transaction, I should review my personal risk insurance requirements. The signing of this application form in no way implies an application has been made to the adviser for such a review. The adviser may receive a commission for the writing or referral of any personal risk insurance.

In this statement singular terms (such as "I" "me" and "my") include the plural ("we" "us" and "our") where appropriate.

**Terms:** "Adviser" means the person and/or firm who is attempting to arrange mortgage finance on your behalf. "Lender" includes a prospective lender from who the broker seeks mortgage finance on your behalf, and includes bank, finance companies, lenders' mortgage insurers and all other financial institutions and financing sources.

	Full Name	Signature	Date
<b>Applicant 1</b>			
<b>Applicant 2</b>			



# Letter of Authority

**To Whom It May Concern:**

I/We, the undersigned, hereby confirm that I/we have authorised my adviser, Carolyn Calder of Legend International Mortgage Brokers 1998 Ltd, or an employee/contractor of the company to research my/our financial affairs.

In accordance with the Privacy Act 2020:

1. I/We authorise disclosure of personal information held by other members of the insurance and banking industry or my accountant regarding my previous insurance/financial records and my solicitor regarding my legal affairs, to the person, or persons, named above.
2. The person, or persons, named above may disclose personal information regarding my/our insurance and banking information to:
  - a. Other members of the insurance and banking industry who may be involved in providing advice or quotes relating to my affairs, and
  - b. Parties who have a financial interest in the subject matter of this policy.
3. The person, or persons, named above may disclose personal information held by my accountant regarding my/our income and expenses details/assets and liabilities to:
  - a. Other members of the insurance and banking industry who may be involved in providing advice or quotes relating to my affairs, and
  - b. Parties who have a financial interest in the subject matter of any policy or financial planning.
4. My/Our personal information may be used by the person, or persons, named above to advise me/us of other financial or insurance services.
5. I/We authorise disclosure to the person, or persons, named above of my/our personal information held by other parties which relate to any claim I/we make.
6. I/We acknowledge that as part of ensuring my adviser maintains industry best practice standards, their records and procedures, including client files, may be subject to an annual compliance review performed by an approved external party and my/our client records may be reviewed as part of this compliance review. I/We hereby give permission to an authorised representative who performs the compliance review to access my/our client file on the understanding that the sole purpose of the review is to assess my adviser.
- 7.

	Full Name	Signature	Date of Birth
<b>Applicant 1</b>			
<b>Applicant 2</b>			
<b>Address</b>			
<b>Current Date</b>			



# Notice of Appointment, Privacy Act Acknowledgement and Authority to Act

**I/We acknowledge and authorise as follows:**

1. The personal information contained in the attached application is to enable my/our application for finance to be assessed. Legend International Mortgage Brokers 1998 Ltd, its Directors, Shareholders, Contractors or Employees may supply the information, to Lending Institution(s) and Mortgage Insurers as Legend International Mortgage Brokers 1998 Ltd, may at its discretion so determine. It is further resolved that for all intents and purposes in connection with my/our application for finance, Legend International Mortgage Brokers 1998 Ltd are to act as my/our duly appointed agent and may make representation to Lenders and Financial Institutions on my/our behalf using information supplied by me/us.
2. Legend International Mortgage Brokers 1998 Ltd and/or the Lending Institution(s) and/or the Mortgage Insurers may make enquiries from any person or company concerning my/our credit or employment to enable my/our application for finance or any other product or service to be accurately assessed.
3. If I/we have applied for financial consideration whereby the Lending Institution is securitising their loan portfolio Legend International Mortgage Brokers 1998 Ltd, and the Lending Institution(s) may disclose or report any information about me/us to another person in connection with funding financial accommodation by means of an arrangement involving securitisation.
4. Personal information will be held by Legend International Mortgage Brokers 1998 Ltd and any Lending Institution(s), or any other person to whom the information has been supplied with my/our authority. Details of where the information is being held are available on request. If finance is approved by a Lending Institution my/our application will become the property of that institution. The information contained in the application may be used by the institution to further the relationship between me/us and the institution.
5. All requested information must be supplied before this application can be processed. Failure to provide this information may result in my/our application for finance being delayed or declined.
6. I/we have the right of access to, and correction of any information supplied to Legend International Mortgage Brokers 1998 Ltd and any other parties in accordance with this Authority to the extent that the information is not evaluative in accordance with the Privacy Act 2020
7. I/we agree to pay all costs incurred by Legend International Mortgage Brokers 1998 Ltd in the preparation of my/our application for finance where my/our application is approved by a Lending Institution and not uplifted by me/us. Said costs will be payable in full within seven days of invoice by Legend International Mortgage Brokers 1998 Ltd. Furthermore, I/we agree to reimburse any future clawback of the lender's commissions paid to Legend International Mortgage Brokers 1998 Ltd, incurred by any uplifted loan or part thereof being repaid within the lenders commission clawback period (currently up to 28 months). I/we further understand all legal and valuation costs incurred in the preparation of this application are payable by me/us direct to the provider of such services.

**Declaration:**

I/we certify that the information contained in this application is true, correct, and complete and that I/we are not less than eighteen years of age nor an undischarged bankrupt or liable under the Insolvency Act 1967 and its amendments. I/we agree to advise Legend International Mortgage Brokers 1998 Ltd and the Lending Institution(s) of any change in circumstances (financial or otherwise) which may affect my/our ability to repay. I/we agree to further communication from Legend International Mortgage Brokers 1998 Ltd about any product information or communication they deem appropriate from time to time. I/we are aware of my/our right of access to, and correction of the personal information provided by me/us to Legend International Mortgage Brokers 1998 Ltd and the Lending Institution(s). I/we acknowledge that Legend International Mortgage Brokers 1998 Ltd has informed me/us it will receive a commission from the Lending Institution(s) if my/our finance is approved and uplifted, and that a fee may be payable by Legend International Mortgage Brokers 1998 Ltd to a referral source if appropriate.

	Full Name	Signature	Date of Birth
<b>Applicant 1</b>			
<b>Applicant 2</b>			
<b>Address</b>			
<b>Current Date</b>			

	Full Name	Signature	Date of Birth
<b>Guarantor</b>			
<b>Guarantor 2</b>			
<b>Address</b>			
<b>Witness</b>			
<b>Witness Address</b>			
<b>Current Date</b>			

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