

**In this Authority and Declaration, "The Specialist Lender Ltd t/a The Mortgage Lender" refers to your 'Broker', being an impartial business, Postal Office is located at PO Box 647, Orewa 0946, Auckland. This is also an Authority to Proceed under the FAA Act 2008 Registered with the FSCL and FSPR under FSP5181**

When you sign this agreement below you understand that The Specialist Lender Ltd:

- provides a mortgage consultancy service for its clients requiring mortgage finance secured (generally, but not exclusively) by residential property.
- does not charge me for gaining approvals (unless specifically negotiated in advance), and receives a commission directly from the lender or insurer providing the loan or policy.
- is not an employee, agent partner, nor, joint venture partner of, nor does the broker act on behalf of, the lender.

I appoint The Specialist Lender Ltd to act on my behalf in obtaining finance or refinancing from a bank or other lending institution ("the lender").

I certify that I:

**1. Have provided complete and truthful information**  
 I have been truthful in all aspects of this application and have not left out any information that might affect the lender's decision. I am not:

- under 18 years of age.
- an undischarged bankrupt.
- liable under the Insolvency Act 1967 and its amendments.

**2. Will pay all the necessary costs**  
 I will pay all costs concerning:

- the execution and registration of any security required by the lender and any related legal costs.
- the discharge of the securities when the loan is repaid.
- the property valuation costs.

**3. Understand the terms of the loan**  
 I understand that:

- neither The Specialist Lender Ltd nor the lender and/or the mortgage insurer accept any responsibility or liability for the value or condition of the property to be used as security for this loan, or whether it is suitable for my/our purposes.
- neither The Specialist Lender Ltd nor the lender and/or the mortgage insurer accept any responsibility or liability for any interest rate changes or termination of promotions and special offers that take place after my/our loan application is accepted.
- the lender's normal terms and conditions apply, unless other terms and conditions are clearly specified in writing.
- fixed rate mortgages have penalties that apply for early repayment or lump sum deposits.

**4. In respect of GST**  
 In the case of a new purchase, I confirm that:

• I am not and do not intend being registered for GST	}	
• I am/will be registered for GST but the security property will not have a GST component	}	Please delete those not relevant
• I am/will be registered for GST and the security property will have a GST component	}	

**5. Agree to receive future correspondence**  
 I agree that The Specialist Lender Ltd and the lender may use my personal information:

- to send future correspondence to me, informing me of services and products that may be of interest to me.
- for the purposes of market research.

**6. Collection and disclosure of personal information**  
 By completing this form I authorise:

- The Specialist Lender Ltd and/or the lender to collect personal information about me from third parties including, but not restricted to, credit reporting agencies, lenders and employers, and for those third parties to disclose information to The Specialist Lender Ltd and/or the lender.
- The Specialist Lender Ltd and/or the lender to disclose personal information about me to credit reporting agencies (in the event of any default in any sum owing to the lender), valuers, solicitors and also to any third party making an authorised enquiry about me.
- The Specialist Lender Ltd to disclose personal information held by them about me/us to their contracted Specialist in order to provide Mortgage Protection or other insurance quotes as requested by me/us.
- the lender to disclose my personal information to The Specialist Lender Ltd during the term of the loan in order to answer my queries or to assist me with my financial arrangements as my circumstances change.

I understand that the credit reporting agency will hold information about me and may give this information to other customers of the credit reporting agency.  
 I am aware that the personal information collected in the course of my dealings with The Specialist Lender Ltd:

- is collected initially for the purposes of assessing my application for mortgage finance
- may be given to a number of lenders at The Specialist Lender Ltd discretion

Where the application is successful, I understand that the information will be used by:

- the lender for the purpose of administering the loan
- the lender and The Specialist Lender Ltd for administering any ongoing commission payments.

If The Specialist Lender Ltd has an arrangement with the lender that the lender will pay an ongoing commission over the term of the loan, the lender will periodically disclose the loan balance to The Specialist Lender Ltd.  
 I understand that, unless otherwise specified in writing, formal confirmation of the finance condition on any Sale and Purchase Agreement presented to The Specialist Lender Ltd for processing, shall only be valid and final when either my real estate agent or solicitor has advised the vendor's solicitor.

7. 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 broker for such a review. The broker may receive a commission for the writing or referral of any personal risk insurance.
8. I/We agree that The Specialist Lender Ltd, may also have access under this authority, including those set out in clauses 5 and 6 above.
9. I/We acknowledge that our The Specialist Lender Ltd has provided me/us with a copy of their NZMBA Personal Disclosure Statement.
10. I/We have read and fully understand this Agreement. By signing below I/we agree, acknowledge and accept all this Agreement's terms and conditions.

Signature of Applicant:	
Name:	(on application form)
Date:	

Signature of Applicant:	
Name:	(on application form)
Date:	

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

The term "lender" includes a prospective lender from whom the broker seeks mortgage finance on your behalf, and includes banks, finance companies, lenders' mortgage insurers and all other financial institutions and financing sources.