



## Authority and Declaration Form

Financial Advice Provider / Authorised Body:	Janet Bramham Mortgage Advisor T/A Stephanie Murray Mortgages
Company Address:	47 Queen Street, New Plymouth
Financial Adviser:	Janet Bramham

### Section A: Authority to act

I/We give the Financial Advice Provider express authority to act on my/our behalf with all lenders and insurers in respect of:

obtaining or maintaining a loan

insurance products associated with my/our loan.

### Section B: Fees & Commission Arrangements

I/We confirm that I/we have been provided with and have read and understood the Financial Adviser's Disclosure Guide. I/We understand that the Financial Adviser's Disclosure Guide details, amongst other things, the commission, fees and expenses that may be received by, or payable to, the Financial Adviser / Financial Advice Provider. I/We also understand and agree the circumstances in which I/we may need to pay fees to the Financial Adviser / Financial Advice Provider (if applicable).

### Section C: Relationship of Financial Advice Provider

I/We understand that:

- the Financial Adviser is a director, employee and/or contractor of the Financial Advice Provider and acts on behalf of the Financial Advice Provider.
- the Financial Adviser and the Financial Advice Provider are members of NZ Financial Services Group Limited (NZFSG). NZFSG provides services which can include a client management system, facilitating payment of commission, training, and access to the lenders and/or insurers.
- the Financial Adviser and the Financial Advice Provider are not employees, agents, partners or joint venture partners of the lender(s)/insurer(s) or NZFSG.
- the Financial Adviser and the Financial Advice Provider do not act on behalf of the lender(s)/insurer(s) or NZFSG.

### Section D: Privacy

#### D.1 Privacy Authorisation

- I/We authorise my/our personal information (client information) to be collected, used and disclosed in accordance with the Financial Advice Provider's privacy policy (available on the Financial Advice Provider's website or provided with this Declaration Form).
- I/We authorise my/our client information to be shared with the lender(s)/insurer(s) and collected and used by them in accordance with their privacy policies available on the Lender(s)/Insurer(s)' website(s).
- I/We acknowledge that the Financial Advice Provider may use administrators located outside New Zealand, in countries that may have different or lesser legal protections for personal information.
- I/We accept that the Financial Advice Provider and any lender(s) may share and receive my personal information with/from these administrators for application and loan administration purposes.
- The Financial Advice Provider will use best endeavours to ensure that any personal information is adequately protected, and that the administrators are subject to privacy laws that provide comparable safeguards to New Zealand's Privacy Act.

#### D.2 Privacy Summary

The key terms of the Financial Advice Provider's privacy policy are summarised below:

Collection:	The Financial Advice Provider may collect client information from a number of third parties. These third parties include credit reporting agencies (Equifax - <a href="http://www.equifax.co.nz">www.equifax.co.nz</a> , Centrix - <a href="http://www.centrix.co.nz">www.centrix.co.nz</a> ), with your authorisation, employers and banks (Illion BankStatements - <a href="http://www.bankstatements.co.nz">www.bankstatements.co.nz</a> ).
Purpose:	The Financial Advice Provider will collect and hold client information for the purpose of recommending lending and/or insurance products to me/us.
Disclosure:	<p>The Financial Advice Provider may disclose client information to third parties if the Financial Advice Provider considers it necessary to do so for the purpose above. These third parties include the following:</p> <ul style="list-style-type: none"> <li>the lender(s)/insurer(s)</li> <li>NZFSG</li> <li>credit reporting agencies</li> <li>service providers, e.g. organisations that provide the Financial Advice Provider with administrative and management assistance and services</li> <li>the Financial Markets Authority and other regulators</li> <li>organisations involved in auditing the Financial Advice Provider.</li> </ul> <p>Prior to disclosing client information, we will take all reasonable steps to ensure the third party has the same level of commitment to protecting the client information.</p>
Further Use & Disclosure:	The third parties referred to above may also use and disclose client information in accordance with their own privacy policy. For example, in the case of a lender, this includes using and sharing the information for the purpose of assessing the application and administering the loan – e.g. information might be shared with a previous or current employer; the lender's credit reporting agency; authorities to assist in fighting fraud, money laundering or other criminal offences; and guarantors. If the Financial Advice Provider has an ongoing commission arrangement in place with the lender over the term of the loan, the lender will periodically disclose the loan balance to the Financial Advice Provider and NZFSG.

Credit Reporting Agencies:	The client information (including information about default and repayment history) may be exchanged with credit reporting agencies. This information will be used by and held on the systems of those agencies to provide their credit reporting services and may be disclosed to the Financial Advice Provider, the lender(s)/insurer(s) and other customers of the credit reporting agencies.
Marketing:	The Financial Advice Provider and/or lender(s)/insurer(s) might use client information for market research purposes and for direct marketing purposes (whether through mail, email or telephone (including SMS/MMS) or other electronic means) to notify me/us of products or services that may be of interest to me/us. You have the right to opt-out of electronic direct marketing.
Consequences:	I/We are not required by law to provide any personal information to the Financial Advice Provider, but any failure to do so might prejudice my/our chances of obtaining a loan or insurance.
Rights:	I/We have the right to request access to and correction of my/our personal information held by the Financial Advice Provider and lender(s)/insurer(s).
Obligations:	If I/we provide any personal information about anyone else to the Financial Advice Provider or to a lender/insurer (or authorise the Financial Advice Provider or lender/insurer to collect that information), I/we confirm that such persons consent to and authorise the collection and use of their personal information in accordance with the Financial Advice Provider's and lender/insurer's respective privacy policies. I/We confirm that I/we have advised such persons of their rights to access and request correction of their personal information.

D.3 We share personal information with NZ Financial Services Group Limited (NZFSG), in the course of our being a member of their financial services group. This includes information that you provide to us directly, and information we collect or create during the course of our engagement with you including your identity, contact details, and sensitive financial data. This sharing enables us to provide you with our services and allows NZFSG to meet its monitoring, oversight, and assurance obligations under the Financial Markets Conduct Act 2013 and the Privacy Act. NZFSG acts as an agency collecting and holding this information. You can view their full Privacy Policy, including their physical address and details on how to exercise your rights to access and correct your information, at [www.nzfsg.co.nz/privacy-policy](http://www.nzfsg.co.nz/privacy-policy). Please note that this sharing is a condition of our service; if you do not agree, we cannot provide services to you because NZFSG's oversight is a condition of our membership within their financial services group.

**Section E: Legal and Valuation Costs**

I/We confirm that (Please tick if applicable)

I am/We are to meet legal and valuation costs in relation to obtaining a loan.

**Section F: GST Matters**

I/We confirm that: (Please tick the applicable box)

I am/We are not registered for GST and will not be with respect to the security property.

I am/We are or will be registered for GST, but the security property is not/will not be used for the purpose of a taxable activity.

I am/We are or will be registered for GST and the security property is/will be used for the purposes of a taxable activity.

**Section G: Specialist Insurance Advice**

I/We acknowledge that:

- as part of the intended lending transaction, I/we understand I/we should review my/our personal risk insurance requirement(s).
- I/we have been offered the option to have a specialist insurance adviser review my/our personal risk insurance requirements and have decided to: (Please tick the applicable box)

have the review completed by the specialist insurance adviser

decline the option to review my/our personal risk insurance requirements and exempt the Financial Advice Provider, the financial Adviser and specialist insurance advisers from any liability or loss caused as a result of this decline.

**Section H: Loan Repayment**

I/We understand that:

- should my/our circumstances change before the loan is repaid, I am/we are responsible for continuing to make loan repayments (subject to applicable laws).
- in the event of my/our death, it will be my/our estate's responsibility to make the loan repayments and/or to pay off any loan balance.

**Section I: Declaration**

I/We confirm that:

- I/we have read, understood and agree to the content of this Declaration Form
- the information included in the Loan Application Form, including my/our Asset & Liability Statement, is true and correct.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_