

# About Us:

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Our Advisers will find you the most appropriate Mortgage available in the market place. We are also able to provide a full range of services to meet all your mortgage and finance related needs.

## About our Advisers

All our Advisers are registered and qualified as required by current regulation. They have been fully trained in 'Best Practice Advice Process' which includes regular personal and professional development training and an audit process to ensure that they continue to meet the highest possible industry standards. Our Advisers take pride in understanding your individual needs and to tailoring a solution that meets those individual needs. This will be reflected in the advice process and will form part of any recommendations provided.

## Our Services

We provide advice and/or transactional services on:

### Mortgage Planning

- Determining how much you can afford to borrow to purchase a property.
- Selecting an appropriate lender and mortgage structure.
- How to budget to pay off your mortgage as quickly as possible.
- Structuring and refixing your current lending.
- Restructuring and refinancing your mortgage
- Finance for investments

### Insurance Product Implementation

You would like advice on specific insurance products, but at this stage you don't require an insurance plan to determine your insurance needs. We will review this option in the future to meet your requirements.

### Kiwisaver – Class advice and product implementation

If you need advice on what type of fund to be in, or just want to know more about Kiwisaver, we can help.

Speak to us about:

- Joining Kiwisaver
- Choosing the fund that is right for you
- Drawing down your Kiwisaver for a first home
- The Kiwisaver HomeStart grant



## How We Work

We follow a simple three step process when providing advice:

1. We agree exactly what type of service you want and identify your requirements.
2. We prepare a plan or product options to meet your needs or requests.
3. We agree any implementation and other actions to ensure the products work for you.

All Mortgage Plans are provided in writing.

## Our Product Suppliers

### Lenders:

We have a range of preferred Mortgage Providers we are able to use and base our recommendation upon:

1. The products available and their suitability to your needs
2. Your preference of lender
3. Available interest rates and specials
4. The lending criteria and requirements for each lender

### Kiwisaver:

We are accredited with Generate Kiwisaver to offer you the opportunity to join an outstanding Investment provider.

## Professional Fees and Remuneration

As mortgage advisers, we are remunerated by way of commission by the lender. However, there are situations that we will not receive a commission, or the commission that is paid maybe “clawed back” by the lender. In these situations, I reserve the right to charge you the following fees:

### **1. Planning fee(s)**

Where the lender does not pay by commission, a fee will be charged as agreed with you, and documented in the scope of service, to obtain an approval for your loan. This fee will be payable even if you choose not to go ahead with the loan after approval is obtained.

Where we have obtained an approval from a lender who does pay commission, but you decide not to proceed with the loan, we may charge you a fee as remuneration for the time spent on getting an approval.

### **2. Service Fee**

If your situation changes and you either repay or refinance your loan within two years of your loan being advanced, the lender will “claw back” any commission paid. In the event you repay or refinance your loan, without giving us the first option to assist you with a refinance, we reserve the right to charge a fee for professional financial advice. The fee is calculated at an hourly rate and based on the amount of time taken to get the initial loan approved and implemented. The maximum fee will be agreed in our scope of service.

*(If you are considering repaying, refinancing your lending or discharging your mortgage, please contact me so that I can offer my services to assist you. This could help us to both avoid an unnecessary cost.)*



## **Professional Indemnity Insurance**

For peace of mind our Advisers maintain Professional Indemnity insurance.

## **Important Information About Advice**

Your Adviser will take into consideration your circumstances and objectives as provided by you when providing you with a Planning Service.

In the event you decline to provide requested information regarding your objectives, financial situation or particular needs to us, or provide incorrect or false information, we can only provide you with a Product Only Advice Service or Transactional Services.

Product Only or Transactional Services are based on your request; we will therefore not be providing personalised financial advice to you.

What this means is that we will not consider all your relevant personal circumstances such as your current situation, needs, objectives or the appropriateness of your requests with regard to the former when actioning your requests, nor provide advice relating to the merits or subject matter of transactions.

Any limitations may mean that the resulting implementation is not totally suitable for your personal circumstances.

Please ask your Adviser if you are not sure what type of advice or service you require.



## Privacy

I/We need to collect your personal information for the purpose of:

- Evaluating and determining your request for advice.
- Maintaining relevant records and advice reports.

In providing our adviser services to you, you consent and give authority to us to obtain your personal information from or disclose your information to, the following parties:

- the Regulator and external compliance personnel or any service provider when implementing any of my/our recommendations or variations thereof and/or supplying products to you;
- compliance advisers/personnel, product providers whom we have an agreement with, mortgage companies, any claims investigators and claims assessors, ACC, financial institutions and any other persons or agencies deemed relevant;
- other professionals such as solicitors, accountants, finance brokers, financial planners when such services are required to complement this advice, and/or as requested by you;
- any other individual or organisation where disclosure is required by law.

In providing our adviser services to you, you consent to your information being used by me, members of my staff, and administrators on our behalf, product providers whom we have an agreement with, reinsurers and other companies for the purposes for which your information was collected.

Under the Privacy Act 1993 you have the right to access and correct your information that we hold about you. We will rely on you to keep us informed of any changes to all of your contact details and any other personal information. If you wish to obtain access to, or correct your information about you please contact us.

## Your Obligations

The advice we give is based upon an analysis of the information you provide.

- Please provide all relevant information and please ensure it is true, complete and correct.
- Please ask me if you are unsure why certain information is being requested.
- Please update me on any material change to your circumstances – both during this initial phase and into the future.
- Pay any agreed upon fees.

## Limitation of Liability

We will use best endeavours and act in good faith. You acknowledge that investments and investment markets are volatile and subject to fluctuations which cannot be foreseen, so no particular results can be guaranteed. We are not liable to you for any loss, liability, actions, claims, damages, costs, or expenses arising out of our advice, act or omission by you or us.

## Ending our Engagement

Unless otherwise stated, either party may terminate these Terms and Conditions by giving not less than 7 Business days' notice, in writing. After termination, we will not action any unexecuted orders or request. Termination does not affect any rights or obligations that arose prior to termination such as fees payable for our services.



## Changes

We may vary these Terms and Conditions at any time subject to the following limitations:

1. You will be notified in writing of any variations that could cause you detriment and given an opportunity to terminate your account without penalty. Following a 14-day period after notice of such variation is sent, you are deemed to accept the unfamiliar terms and Conditions at the time of your next instruction or transaction with us.
2. Where a variation does not cause you detriment, a notice may be provided by being posted on our website or by any other form of notice. You have 7 days to accept the unfamiliar terms and Conditions before your next transaction with us.
3. Hard and/or soft copy versions of the About Us will be sent to you upon request.

If you continue to use our services and instruct the Adviser, then the you are deemed to have accepted this agreement and all terms and conditions will be binding on the parties.

## Finally....

Our aim always is to help our clients by providing an excellent personalised service which includes the delivery of products appropriate for their situation, but also a repayment option and or monthly cost which is affordable.

Please do not hesitate to phone 027 570 4292 or 021 267 2186.

