

Authority & Declaration



I/we give the express authority to **Andrew Chain** ("the Adviser", trading as **Kinwan Finance Limited**) to act on my/our behalf with all lenders, product providers and associated parties ("Loan Parties") in respect of assessing eligibility for a home loan or other finance ("home loan finance"), and/or risk products associated with my/our application.

I/we understand that the Adviser will not charge me/us for these services, unless specifically agreed in writing in advance, but will receive a commission from the lender providing the loan ("the Lender"). I/we also understand that the Adviser is not an employee, agent, partner, nor joint venture partner of, nor does the Adviser act on behalf of, the Lender or the Loan Parties.

I/we acknowledge that personal information collected in this Authority & Declaration form and in the course of my/our dealings with the Adviser ("Personal Information") is collected initially for the purpose of assessing my/our application for home loan finance, and I/we authorise the Adviser to disclose my/our Personal Information to any number of Loan Parties required for the purpose of securing or attempting to secure home loan finance. I/we warrant that all Personal Information I/we provide to the Adviser is true and correct in all material respects.

If my/our application is successful, I/we accept that the Personal Information will be used by the Lender for the purpose of administering the home loan and by the Lender and Adviser for administering any ongoing commission payments to the Adviser.

If the Adviser has an arrangement with the Lender that the Lender will pay ongoing commission over the term of the loan, I/we understand that the Lender will periodically disclose my/our loan balance to the Adviser. I/we also authorise the Adviser and Kinwan Finance Limited to have all rights of continuing access to my/our client files and/or information held by the Lender.

I/we accept that the Adviser, Kinwan Finance Limited and the Lender may use my/our Personal Information, including the disclosure thereof, for the purposes of market research, for the purposes of ensuring compliance with all legislation, including anti-money laundering and countering financing of terrorism legislation, and to notify me/us either by physical notice or by electronic means of products or services that may be of interest to me/us. I/we accept that the Lender will, from time to time, make the Personal Information available to the Lender's mortgage insurer (if any), any person with whom the Lender proposes to enter into contractual arrangements, any security or trustee, and any assignee or potential assignee of the Lender's rights ("the Recipients"). The Adviser, the Lender and Kinwan Finance Limited may disclose my/our Personal Information to any other lender, industry associations, courts, tribunals, regulatory authorities or governmental agencies or to any other person for any reasonable purpose.

By making this application, I/we consent to the Adviser referring me/us and my/our Personal Information, including details relating to my/our personal risk insurance requirements, to a specialist insurance adviser for a review of my/our personal risk insurance requirements.

I/we acknowledge that all Personal Information will be held by the Adviser at **47 Regent Street, Silverdale, Hamilton**, and that I/we may seek access to, and correction of, the Personal Information in accordance with the Privacy Act 1993:

I/we understand that I am/we are not required by law to provide any personal information to the Adviser but any failure to do so might prejudice any chances of obtaining finance.

I/we authorise:

The Adviser, the Lender and the Recipients to collect Personal Information about me/us from third parties including, but not restricted to, credit reporting agencies, banks and employers, and for those third parties to disclose information to the Adviser, the Lender and the Recipients.

The Lender to disclose my/our Personal Information to the Adviser during the term of the loan in order to answer my queries or assist me with my financial arrangements as my/our circumstances change.

The Adviser, the Lender and the Recipients to disclose my/our Personal Information to credit reporting agencies and also to any third party making an authorised enquiry about me/us.

The credit reporting agencies of the Adviser, the Lender and the Recipients to hold my/our Personal Information on their systems and to use my/our Personal Information held on their systems to provide credit reporting services.

The credit reporting agencies of the Adviser, the Lender and the Recipients to provide my/our Personal Information to its customers using their credit reporting services.

The Adviser, the Lender and the Recipients to use the services of their credit reporting agencies in future for the purposes related to the provision of my/our home loan and/or any other credit to me/us. This authorisation shall include the use of any monitoring services to receive updates about me/us if any of the Personal Information held about me/us changes.

The Adviser, the Lender and the Recipients to give information to credit reporting agencies about my/our default in any payment obligations.

The credit reporting agencies of the Adviser, the Lender and the Recipients to provide information about my default in any payment obligations to other customers of the credit reporting agencies.

I/we understand and acknowledge that any fee charged by the Adviser for services relating to this loan application has been disclosed to me/us and that it only relates to services provided by the Adviser and is not in any way associated with services provided by the Lender.

I/we acknowledge that the Adviser needs to rely upon the information provided by me/us in order to arrange the finance requested and agree to indemnify and keep indemnified the Adviser in relation to any liability, claims, damages, costs (legal or otherwise) and losses whatsoever resulting from, or in relation to, any information provided or implied by me/us in relation to this application and the home loan services. This clause is to survive the expiration or termination of this Agreement.

I/we confirm that:

The information contained in the application is true and correct and I/we have not withheld any information which would be of concern or interest to a Lender.

I/we will meet legal and valuation costs.

Should we repay this loan that has been arranged by the Adviser within 28 months of drawing down the loan the Adviser may (at their sole discretion) require me/us to repay the amount of the commission clawed back by the lender/provider.

I/we understand that should my circumstances change before I/we have repaid the full amount owing on any home loan that is entered into as a result of this application, I am/we are responsible for continuing to make home loan repayments despite those changed circumstances.

I acknowledge that when I have made this application jointly with another person, our liability under this application will be joint and several.

I acknowledge that I have been provided with a copy of the Adviser's Disclosure Statement.

I/we have not been declared bankrupt, are not currently an undischarged bankrupt, and have not been admitted to the no asset procedure, nor are liable under any proceedings under the Insolvency Act and its amendments.

I/we have not had any judgements entered against me/us.

Please select one of the following:

<input type="checkbox"/>	I am/we are not registered for GST and will not be with respect to the security property.
<input type="checkbox"/>	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.
<input type="checkbox"/>	I am/we are or will be registered for GST and the security property is/will be used for the purpose of a taxable activity.

Name:		Name:	
Signature:		Signature:	
Date:		Date:	