

## AUTHORITY & DECLARATION

### Name of Introducer: CREDIFLEX NEW ZEALAND LIMITED



Reference to CrediFlex in this document shall be a reference to, and include CrediFlex New Zealand Limited and any related company and any partner of CrediFlex New Zealand Limited that is authorised by CrediFlex New Zealand Limited to arrange loan financing under the CrediFlex brand, plus any officer, employee or agent of any of them, and includes, without limitation, any principal who has appointed CrediFlex as an agent to provide financial services and products.

I understand that CrediFlex acts as a Commercial Finance Broker. Further, I understand that CrediFlex does not charge me for these services (unless specifically negotiated in advance), but receives a commission from the lender providing the loan and I consent to CrediFlex receiving such commission. CrediFlex is not an employee, agent partner, nor joint venture partner of, nor does CrediFlex act on behalf of, the lender, except to the extent disclosed to me in writing in relation to the lender. I understand that I will be liable to reimburse CrediFlex for any refund of commission or other amount claimed by lenders from CrediFlex for loans that I elect to repay or re-finance before their final due date.

I agree, for a period of 30 days from the date of the application for finance, not to approach another Finance Broker regarding my proposed finance.

I am aware that the personal information collected in this form and in the course of my dealings with CrediFlex is collected initially for the purposes of assessing my application for finance, and may be given to a number of lenders (each a "Lender") at CrediFlex's discretion. If my application is successful, I understand that the information will be used by the lender for the purpose of administering the loan, including compliance with the Anti Money Laundering and Countering Financing of Terrorism Act (AMLCFT Act), and by the lender and CrediFlex for administering any ongoing commission payments to CrediFlex. I understand that CrediFlex and the lender might also use my personal information for the purposes of market research and from time to time to notify me of products or services that may be of interest to me. I am aware that the Lender will, from time to time, make the information available to the Lender's mortgage insurer (if any), any person with whom the Lender proposes to enter into contractual arrangements, any security trustee and any assignee or potential assignee of the Lender's rights (the "Recipients").

The name and address of the CrediFlex business that will hold the information is:

**Name/Address:** CrediFlex New Zealand Limited – Suite F, Unit D, 31 Bartley Terrace, Devonport, North Shore City 0624 or PO Box 32-373, Devonport, North Shore City 0744

and also any lenders approached by CrediFlex in the course of arranging the loan. I understand that I am not required by law to provide any personal information to CrediFlex, but that my failure to do so might prejudice my chances of obtaining finance.

#### I authorise:

- CrediFlex, the Lender and the Recipients to collect personal information about me from third parties including, but not restricted to, credit reporting agencies, banks and employers, and for those third parties to disclose information to CrediFlex, the Lender and the Recipients, including Electronic Verification of Identity
- CrediFlex, the Lender and the Recipients to obtain information relating to any unpaid fines, criminal convictions or court proceedings affecting me from the Ministry of Justice or such other agency as may hold information.
- The Lender to disclose my personal information to CrediFlex during the term of the loan in order to answer my queries or assist me with my financial arrangements as my circumstances change.
- CrediFlex, the Lender and the Recipients to disclose my personal information to credit reporting agencies and also to any third party making an authorised enquiry about me.
- The credit reporting agencies of CrediFlex, the Lender and the Recipients to hold my personal information on their systems and to use my personal information held on their systems to provide credit reporting services and for the purpose of complying with the AMLCFT Act.
- The credit reporting agencies of CrediFlex, the Lender and the Recipients to provide my personal information to its customers using their credit reporting systems.
- CrediFlex, the Lender and the Recipients to use the services of their credit reporting agencies in future for the purposes related to the provision of the loan and/or any other credit to me. This authorisation shall include the use of any monitoring services to receive updates about me if any of the personal information about me changes.
- CrediFlex, the Lender and the Recipients to give information to credit reporting agencies about my default in any payment obligations.
- The credit reporting agencies of CrediFlex, the Lender and the Recipients to provide information about my default in any payment obligations to other customers of the credit reporting agencies.

I understand that, pursuant to the Privacy Act 1993, I have a right to request access to and correction of any personal information held by CrediFlex, or by the lender.

#### I confirm:

- That the information contained in this form is true and correct
- That I am to meet any legal and valuation costs
- I am/am not registered for GST
- Where I am registered for GST, the level of taxable supplies made by me is more than 75% - Yes/No

I acknowledge that, as part of the intended financing transaction, I should review my personal risk insurance requirements.

Crediflex may receive a commission for the writing or referral of any personal/business insurance and I consent to Crediflex receiving such commission. I understand that should my circumstances change before the loan is repaid, I am responsible for continuing to make loan repayments. In the event of my death, I understand that it will be my estate's responsibility to make the loan repayments and/or to pay off any loan balance.

I sign this Authority and Declaration in my capacity as either an applicant, or a potential borrower or guarantor, or as shareholder or director, or some other officeholder of an applicant company or business.

Name of Company:		Business Address:	
1. Name of Individual Applicant:	D.O.B	2. Name of Individual Applicant:	D.O.B
Address	Years there	Address	Years there
Signed	Date	Signed	Date

In this statement singular terms (such as "I" "me" and "my", which refer to the Applicant) include the plural ("we" "us" and "our") where appropriate. The term "lender" includes a prospective lender from whom CrediFlex seeks finance on the Applicant's behalf, and includes banks, finance companies, lenders' insurers and all other financial institutions and financing sources.

Crediflex and each of its Partners is registered on the Financial Service Providers Register maintained by the New Zealand Government and is a member of a Disputes Resolution Scheme. (see [www.fscl.org.nz](http://www.fscl.org.nz))