

**BROKER DISCLOSURE STATEMENT & Privacy Waiver for  
SCOTT MORTIMER OR FRESH START FINANCE LTD AS BROKER FSP No: 38661  
PLEASE READ THIS FIRST – Loan \_\_\_\_\_**

I Scott Mortimer and Fresh Start Finance LTD in any capacity or its contractor (known as the broker), have explained the brokered finance agreement to \_\_\_\_\_ (client/s) personally and explained to him/her/them that it is not the opinion of Scott Mortimer or Fresh Start Finance LTD to go ahead with the loan. The client/s is/are signing of their own free will and have made an informed independent decision as to whether or not it is in the client/s best interest or financial position to go ahead with the loan and agreed they have negotiated the contract terms for themselves. I am aware that Scott Mortimer nor Fresh Start Finance nor his employees are Qualified Financial Entities and are not advising me on financial matters. The broker has complied with all regulations under the Responsible Lending Code and has explained my rights in full including my rights under unforeseen hardship. No liability will be accepted or taken by the above mentioned broker in respect to the client taking out the loan for whatever purpose the client/s have decided to use the loan for be it business or personal use in any capacity. It has been recommended that the client/s seek independent legal advice prior to signing any financial agreements and this has been explained to the client/s. No correspondence will be entered into with the client/s over any dispute over fees, interest rates, commitment cover, gap policies or any other paperwork associated with arranging this loan on the client/s behalf should any complications arise from the matter. The client/s agrees to indemnify the broker, Scott Mortimer or his company or associates or employees of any and all liability in arranging the loan on behalf of the client. The client/s understand that any commission paid to the broker or his company or his associates are not liable for claw back by the finance company associated with this loan and any and all such claw backs requested from the finance company that maybe due by the broker, are payable by the client/s even if the broker is paid a commission on the interest proportion of the loan or commission on LPI or GAP or CCI policies or mechanical breakdown insurance policies and that a broker can be paid up to 10% of a loan value and that it is up to the finance company to collect the clawback from the client/s rather than the broker. The client/s understands that they have not been pressured or coerced into signing the agreement by any third party and that they have the right to cancel the agreement if they so wish to within the set period as per the financing agreement/loan documents that the client/s have signed in compliance with the CCCFA act of 2003 and CCCFA Amendment Act 2014. The client/s understands that they have had the brokering fee explained to them and that the costs associated with using the broker is payable by the client/s even if the deal is cancelled; the broker fee is non-refundable and any accelerated settlement of the loan or default of the loan what-so-ever, will be the responsibility of the clients. The client/s have read the above disclosure statement in full and understands in full without exception that they have employed the broker to act on their behalf and it is under the client/s instructions that the broker operates. The broker or his agent/s or employees have identified all parties on the finance agreement in compliance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 I/We the above agree with this statement and the broker has explained the contract to me in full and has handed me a copy of the contract upon signing and complied with all regulations and laws under the CCCFA act of 2003 and the CCCFA Amendment Act 2014 and laws relating to disclosure which has been completed in full and executed correctly as to which I/We concur including electronic disclosure. I/We agree that the broker has signed us up personally and has checked our identification to the best of his/their ability to ascertain our true identity. I/We have given the broker our full consent to gather 3<sup>rd</sup> party information on behalf of other finance companies or lenders or associates on the basis of assisting us with getting our finance application approved, this includes, but is not limited to Government Agencies including Work and Income NZ, Baycorp or Veda Advantage ltd/Equifax, Personal Properties Security Register, Insurance Companies, Drivers License agencies, Ministry of Justice and any and all other agencies or employers regarding assisting the collection of information for our application, this disclosure statement incorporates and allows collection of the information pursuant to the privacy act of 1993 and any request (both now and in future) for any loan purposes or enquires and for our database marketing purposes via phone /email / mailout or marketing agent/s.

**Complaints:** If you are not satisfied with the service you have received from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone, by email or in writing.

We are a member of an independent dispute resolution scheme operated by Insurance & Financial Services Ombudsman Scheme INC and approved by the Ministry of Consumer Affairs. We have 40 days to respond to your complaint. If you are not satisfied by our response, you may refer the matter to IFSO by emailing [info@ifso.co.nz](mailto:info@ifso.co.nz) or calling IFSO on 0800 888 202. Full details of how to access the IFSO scheme can be obtained on their website [www.ifso.co.nz](http://www.ifso.co.nz). There is no cost to you to use the services of IFSO  
I/We agree with the above terms and conditions:

CLIENT/S Signature: \_\_\_\_\_

FULL NAME:

DATE:

WITNESS or Person acting on behalf: