

# CONSENT AND DECLARATION FORM

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**To:** Liberty Financial – Underwriting Department

**Fax number:** (0800) 388 188

**From:**

**Company:**

**Phone:**

**Facsimile:**

**Sent on behalf of:**

**Date & pages:**

## IMPORTANT PRIVACY STATEMENT AND CONSENT

The Privacy Act 1993 regulates the way a Credit Provider uses personal information. The Credit Provider needs certain information about you so that the Credit Provider can assess your loan application. This section tells you how the Credit Provider might use the information you have given and what other information the Credit Provider might seek. Please read it carefully.

Pursuant to the Privacy Act 1993, the following is brought to your attention: (i) this application collects personal information about you and will be received by, reviewed and retained by the actual Credit Provider; (ii) unless the loan is ultimately approved and made by another Credit Provider, the Credit Provider for this Application is Secure Funding Limited, Level 7, 45 Queen Street, Auckland, New Zealand; (iii) if the ultimate Credit Provider is an associated entity of Secure Funding Limited, then Secure Funding Limited of the above address is the agency that collects this information and the agency that retains the information will be the actual Credit Provider – as at the time of making this Application the name and address of the actual Credit Provider (if it is not Secure Funding Limited) is not ascertainable – you will be advised of the name and address of the actual Credit Provider (if it is not Secure Funding Limited) as soon as it is practicable to do so; (iv) the information is being collected so the Credit Provider can assess your loan application; (v) the Credit Provider may decline your loan application if you do not correctly provide all of the requested information; and (vi) you have rights of access to, and correction of, any information held by the Credit Provider.

In making this application and signing below, I/we authorise: (i) The use of the personal information to advise me/us of other products or services; (ii) The release to the Credit Provider of all my/our current personal information held by (a) any Credit Provider or credit reference agencies, (b) any other person or body in order to verify the details contained in this application and to check my/our credit status and (c) our previous or current employer/s regarding our employment history and income; (iii) The Credit Provider to disclose to any Credit Provider, any entity related to a Credit Provider, any other Credit Providers credit reference agencies, any mortgage insurance provider, any risk management product provider, any mortgage broker, any external service provider with whom the Credit Provider is considering entering into or has entered into contractual relations or any other finance organisation expressly authorised by me/us, at any time, personal information relevant to the function or activity of that person; and (iv) The Credit Provider to supply at their discretion, details of this application or any loan details to a guarantor or proposed guarantor, for the purpose of the prospective guarantor deciding whether to act as a guarantor or to keep the current guarantor informed about the guarantee.

I/We declare that I/we (i) acknowledge and accept the provisions and authorisations pursuant to the Privacy Act 1993 detailed above, (ii) have not withheld any information including information on my/our financial position, commitments, income, employment or credit history which might affect the Credit Provider's decision in respect to this application and (iii) acknowledge that this application is the property of the Credit Provider.

Applicant 1: Name

Applicant 2: Name

Applicant 1: Signature

Applicant 2: Signature

Date

Date

### IMPORTANT NOTICE

This Consent and Declaration contains the (i) above Cover Sheet (ii) Privacy Disclosure and Consent and (iii) and Declaration. The Consent and Declaration is addressed to Secure Funding Limited and each of its associated entities (each a Credit Provider). For the purposes of this Application only, an "associated entity" means any company in which Secure Funding Limited holds any shares or any company with whom it has entered into contractual relations for the distribution of loans and/or mortgages or the referral of borrowers. Any loan that initiates from this Consent and Declaration may be provided by any of Secure Funding Limited or an associated entity. From and after the provision of a loan the expression "Credit Provider" whenever used in this Application refers to the Credit Provider who ultimately approves and makes the loan. If this Consent & Declaration is received and information relating to it is collected by Secure Funding Limited but the loan is ultimately approved and made by another Credit Provider, Secure Funding Limited will be deemed to be and have been acting at all times as the agent of the actual Credit Provider.

# APPLICANT DECLARATIONS

The undersigned hereby applies for the loan described herein to be secured by a mortgage on the property described herein and represents that all statements made in this application are true and correct and understands that the Credit Provider is relying on the information that I/we supply them and that it is my/our responsibility to be accurate in giving that information. We agree that this application can only proceed with a valuation of the subject property by a qualified valuer selected by the Credit Provider, at the expense of the undersigned and without implied obligation on the part of the Credit Provider. The undersigned further agrees to pay all necessary expense, including legal costs, incurred in obtaining this loan. It is agreed that by accepting this application the Credit Provider is not obligated to grant a loan or any other financial accommodation. We note that the mortgage will require general insurance coverage against hazards equal, at least, to the value of the property improvements. Such insurer shall be acceptable to the Credit Provider, who has sole discretion for rejection without grounds. I/We declare that I/we, undersigned, am/are over the age of 18 at the time of the execution of this application and acknowledge that this application is being made to Credit Provider and it's successors and assigns. I/We consent to the Credit Provider paying commissions relating to this loan. I/We have read and agree to the use and disclosure of personal information about me/us as set out in the Important Privacy Statement & Consent.

- Q1 Has the applicant, finalised any commitments to a financial institution in the last 12 months?  Yes\*  No
- Q2 Has the applicant or a company with which the applicant is associated have any current or past debts other than to financial institutions that are or were in default of the payment arrangement?  Yes\*  No
- Q3 Have any of the applicants ever been declared bankrupt or insolvent or petitioned for bankruptcy, been advised to seek bankruptcy or aware of anyone petitioning for the applicant's bankruptcy?  Yes\*  No
- Q4 Is the applicant a shareholder or officer of any private company of which an administrator, receiver, manager and/or liquidator is currently appointed or has a petition for winding up?  Yes\*  No
- Q5 Has any applicant or a company with which any applicant is or was associated ever had a property foreclosed upon or given title or deed in lieu thereof through mortgagee sale proceeding?  Yes\*  No
- Q6 Does the applicant have any outstanding applications for finance other than this application?  Yes\*  No

I confirm (delete as applicable):

- ★ I am not registered for GST and will not be with respect to the security property subject to the mortgage under this agreement;
- ★ I am/will be registered for GST but the security property is not/will not be used for the purposes of a taxable activity;
- ★ I am/will be registered for GST and the security property is/will be used for the purposes of a taxable activity.

## Private loans only

I/We declare that I/we (delete as applicable):

- ★ reasonably expect to have liquid assets available to repay the loan balance in full at the end of the term of this loan as I/we either intend to sell the security property during the term of this loan or intend to refinance this loan at the end of the term of the loan (delete as applicable);
- ★ if I/we intend to refinance this loan at the end of the term of the loan, reasonably expect to be able to obtain refinance at the relevant time for the following reasons:

- ★ if required by the lender, will obtain legal advice in respect of the terms and conditions of this loan product;
- ★ if required by the lender, will obtain financial advice in respect of this loan product and its impact and potential impact on my/our personal financial position;
- ★ acknowledge that the lender will rely upon all information provided by me/us or on my/our behalf in deciding whether or not to provide me/us with finance, including without limitation, information set out in this application form.

Applicant 1: Name	Applicant 2: Name
Applicant 1: Signature	Applicant 2: Signature
Date	Date

