

1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions:
- 1.1.1. **Act** means the Financial Markets Conduct Act 2013;
 - 1.1.2. **Clawback** has the meaning given to it in clause 5.1;
 - 1.1.3. **Company** means the Lending Team Limited (NZBN 9429049573176) and includes its employees and **we** and **our** are also references to the Company;
 - 1.1.4. **Services** means all the services provided by the Company to you in connection with any application for any lending products and services through the Company;
 - 1.1.5. **T&Cs** has the meaning given to it in clause 2.1; and
 - 1.1.6. **You and your** is a reference to each person that the Company provides its Services to.

2. Introduction

- 2.1. These Terms and Conditions are supplementary to, and are to be read in conjunction with, the Company's Disclosure Statement, Authority & Declaration Form and Privacy Policy (together the **T&Cs**).
- 2.2. The T&Cs constitute the entire understanding and agreement between you and the Company and supersede and extinguish all prior agreements and understandings between you and the Company.
- 2.3. In engaging the Company for any Services, you hereby acknowledge and agree to these T&Cs.

3. Services

- 3.1. The Company is a licensed financial adviser under the Act to provide financial advice in relation to the Services.

- 3.2. In carrying out any Services, the Company will exercise all reasonable due care, skill, diligence and judgement in compliance with all applicable laws and code(s) of conduct.

4. Fees and Commissions

- 4.1. You acknowledge and agree that we may charge you fees directly for the Services we provide to you.
- 4.2. Generally, for non-commercial lending transactions, our fees will be paid by way of a commission from the relevant lender when your loan settles. However, for commercial, business, property finance or bridging finance lending, we may charge you a fee directly. Where this applies, we will advise you of our fee in advance and the Services to which our fee relates. However, any delay in our part to do so does not invalidate our right to charge you the fees for Services provided to you.

5. Clawback and our recovery fee

- 5.1. If a lender charges the Company with a commission reversal (**Clawback**), you agree and acknowledge that the Company can charge you a cost recovery fee for the Services provided to which the Clawback relates.
- 5.2. In such circumstances, the Company will issue an invoice to you for the relevant fee to which the Clawback relates and such fee will be due and payable within 21 days from the date of our invoice.

6. Dispute Resolution

- 6.1. Where you not satisfied with any Services provided, you can make a complaint by following the complaints process set out in our Disclosure Statement.
- 6.2. In such circumstances we will follow our internal procedures as set out in the Disclosure Statement and use reasonable endeavour to have the complaint resolved.

- 6.3. If you are still not satisfied with our resolution, you can contact Financial Services Complaints Limited directly to have the complaint resolved by an independent third party. Their contact details set out below:

**Financial Services Complaints Limited –
A Financial Ombudsman Service**

Phone: 0800 347 257

Email: complaints@ fscl.org.nz

7. Confidentiality

- 7.1. All confidential information provided by you and received by the Company will be kept strictly confidential by the Company and must be used solely for the supply of the Services and in accordance with the terms as set out in the Authority & Declaration Form and our Privacy Policy.
- 7.2. You acknowledge and agree that any information that is in the public domain (other than through the Company's fault) is not subject to the above confidentiality obligations.

8. Limitation of Liability

- 8.1. To the maximum extent permitted by law, the Company will not be liable or responsible to you for any liability whether in contract, tort or otherwise for any punitive, indirect, special, damages or associated loss (including but not limited to loss of profits, interruption in trade and consequential loss) of any kind whatsoever arising out of the supply of or failure to supply the Services to you pursuant to these T&Cs.
- 8.2. In the event that the Company is held to be responsible to you for any such liability, then to the maximum extent permitted by law, the liability of the Company to you will be capped to an amount equivalent to the total of any and all fees paid by you or commissions received by the Company from any relevant lender in connection with the Services provided to you within

the immediately preceding 12 month period.

9. General

- 9.1. You may not transfer or assign any of your rights and/or obligations under the T&Cs to another third party without the Company's prior written consent.
- 9.2. The Company may transfer or assign its rights and/or obligations under the T&Cs to another third party without your prior written consent.
- 9.3. Where there is any inconsistency between any terms and conditions in the T&Cs and any applicable law or regulation of New Zealand, the inconsistent terms and conditions will be deemed to be amended to the extent necessary for consistency and compliance with the relevant New Zealand law or regulation. Where there are any inconsistency between the T&Cs, the Company will decide which T&Cs will prevail.
- 9.4. No delay, grant of time, release, compromise, forbearance or other indulgence by the Company in respect of any breach by you of your obligations under these T&Cs is to:
- 9.4.1. operate as a waiver of or prevent the subsequent enforcement of that obligation; or
- 9.4.2. be deemed a delay, grant of time, release, compromise, forbearance or other indulgence in respect of, or a waiver of, any subsequent or other breach.
- 9.5. The T&Cs are to be governed by, and construed in accordance with, the laws of New Zealand.