



Terms of Engagement

These Terms are the standard terms of which The Mortgage Girls Ltd provides services to our clients. With these you do not need to sign any formal documentation to indicate your acceptance of these terms, it is assumed from you continuing to engage with us.

If you are unsure of any of The Terms or have any questions please do not hesitate to ask your adviser.

Details about The Mortgage Girls

Company Name	The Mortgage Girls Ltd
NZ Company Registration	5752143
Established	03 August 2015
Contact Details	0800 864 864

How the Mortgage Girls and your adviser will work for you?

The Mortgage Girls and its advisers specialise in providing financial advice and transactional solutions in relation to mortgages and loan products. We help you on your home buying journey whether it be now or in the future. We can help with purchasing your first home, building a new home, expanding your investment portfolio and more. Our goal is to help you from start to finish and ongoing with your financial plans. The information below will help you understand what type of advice will be provided.

We will only provide you advice about lending and mortgages, but if you need advice in other areas such as insurance or investments, we can point you in the direction of someone else who can help.

A full copy of our disclosure including details about fees and expenses can be found on the main page of our website.

Your Obligations

Any advice or product implementation provided as a result of this needs analysis can only be as good as the information received from you, please do provide your adviser with the information as requested. Without relevant and correct information about your personal and financial situation your adviser runs the risk of giving advice that is not appropriate for your needs. If you are unsure as to why your adviser needs certain information please ask so that they can explain. Please ensure the following;

- I. All information that you provide is accurate, complete and not misleading
- II. All information provided is relevant to the Services provided to you, including information which may be relevant to a product provider in deciding whether or not to enter into an agreement with you in respect of a product or service, even if your adviser does not specifically request such information; and
- III. Please ensure you provide your adviser with updates of any information that you provide where there has been a change to such information

Termination

Either party may terminate this engagement at any time by providing written notice to the other party.

Liability

These Terms are entered into between The Mortgage Girls Ltd, your Adviser and the Client only. You acknowledge that neither the Adviser nor any sub-advisers are party to these Terms, and that the Services are provided to you on behalf of the Company.

To the extent permitted by law the Company's liability is limited to an obligation to re-perform any Services that do not comply with these Terms or to repay any charges paid by you pursuant to the notes mentioned in how The Mortgage Girls Ltd gets paid above (if applicable). You acknowledge that this limitation of liability is reasonable in light of the fact that, except in the limited circumstances set out in how The Mortgage Girls get paid above, we do not charge you any fee for the Services.

To the extent permitted by law, you agree that the Adviser and any sub-advisers do not bear any personal liability in relation to any Services you receive or loss you suffer in connection with those Services.

You acknowledge that The Mortgage Girls Ltd does not;

- stand behind or vouch for any advice or other Services you receive from us; nor
- bear any liability, whatsoever, for the Services.

Privacy Act

1. It is understood that any information gathered for this needs analysis is personal and your adviser and The Mortgage Girls undertake to keep this information confidential and secure.
2. The Privacy Act 2020 gives you the right to request access to and correction of, your personal information.
3. Information provided by you and or any authorised agent will be used by your adviser and The Mortgage Girls for the purpose of providing advice to you and may also be used by any:
 - a) Product or service provider when implementing any of my/our recommendations or variations thereof;
 - b) Compliance advisers, assessors or by any claims investigators who may need access to such information
 - c) Other professionals such as solicitors, accountants, finance brokers, insurance brokers, financial planners when such services are required to complement this advice and as requested by you.
4. Your information provided will be scanned to our secure customer management portal managed through The New Zealand Financial Services Group then shredded and destroyed. Otherwise on the rare occasion documents need to be held by The Mortgage Girls Ltd they will be held at; 174 Huxley Street, Sydenham, Christchurch.

A full copy of our Privacy Policy can be found on the main page of our website.

General

- a. These Terms, together with the documents referred to in these Terms, constitute the entire agreement of the parties concerning the subject matter of these Terms, and supersede and cancel any previous representations, agreements, understandings or arrangements (whether written or oral) between the parties.
- b. Unless otherwise agreed with you, we may communicate with you at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects (corruption). The Mortgage Girls and your Adviser do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication. If you have any doubts about the authenticity of any communication or document purportedly sent by us, please contact us immediately.
- c. These Terms are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts.
- d. You may not transfer or assign your rights or obligations under these Terms.
- e. The Mortgage Girls may update these Terms upon 30 days' prior written notice to you. By continuing to engage us you will be deemed to have accepted the updated terms.