



Terms of Engagement & Disclosure Statement

Gateway Finance Brokers Limited - FSP No. 778932

Who We Are

Gateway Finance Brokers Limited
PO Box 47-149, Trentham, Upper Hutt 5143
Phone 0800 888 449, 04 5280226,
Mobile 021 999 373
Facsimile (04) 528 0247
Email info@gfbl.co.nz
Web www.gfbl.co.nz



What We Do

1. Gateway Finance Brokers has been in business since 2002.
2. For regulated lending, our advisors can give advice about products such as homes loans, mortgages, and consumer credit contracts.
3. At Gateway we are widely recognised as a loan solution provider. Borrowers often come to us because they have run into difficulties with their borrowing requirements. We specialise in finding solutions for those clients. At Gateway we will take a loan application for almost any purpose, so long as that purpose is legal.
4. Our core day to day business activity is the arranging of loan facilities and all transactional solutions for clients in areas of Mortgages & loans. We will accept loan applications from both retail and wholesale clients for Commercial Property, Developments, Farm Finance, Business Finance, Trade Finance, Car Finance, Debt Consolidation and Residential Property including house builds.
5. There is no guarantee that we will be able to successfully conclude your loan application but what we can promise you is we will exhaust every avenue available to us in an effort to achieve a positive result. Borrowers who place their confidence in Gateway Finance Brokers Limited can be assured of a dedicated and determined effort to get the best solution for them. At Gateway Finance Brokers Limited we have the experience and knowledge to make the difference.
6. ***At Gateway, we strongly recommend that all clients consider their risk (insurance) cover whenever they are approved for a loan or increase or adjust any borrowings. Gateway will review your risk position and refer this to our nominated risk advisor unless you specifically direct us not to do so.***

How We Work

1. In the first instance, we require all applicants to complete the application form and fact find so that we have a clear brief on the client's expectations and wishes. This does not necessarily mean that we will be able to satisfy every request made of us, but we will take this information into account when we are completing our analysis.
2. We then analyse and research your circumstances – develop strategies to meet your needs and objectives as well as identifying possible provider(s). If required, we will advise you of any further terms of engagement.
3. If we believe there is merit in submitting an application to any of our lenders, we will progress that and advise you of the outcome.
4. We will provide re-fixing services for our clients as required.

How We Get Paid

1. In the normal course of business, applications from retail clients for standard residential loans, Gateway Finance Brokers Limited receive a commission payment from the lenders (usually a Bank) that we place the client's 'Finance Applications' with and or "Insurance Referrals" with. The commission can be a single upfront commission or in some situations, an establishment fee, or an ongoing 'trail' commission (percentage of the loan facility), or a mix of them all.
2. These fees paid by the lender to us will vary between 0.6% and 1.0% of the loan amount. Some lenders also pay a trail commission. This ranges from 0.15% and 0.25% of the remaining balance of each year.
3. We will confirm and disclose to you the exact rate of commission in our statement of advice and final disclosure based on the lender, should you decide to proceed.
4. Occasionally you may have to pay us a fee. Please see the table below under fees. Please review these carefully. Let us know if you would like further clarification about the fees/commissions we receive on products offered and or recommended.

Fees

Where in good faith substantial work has been applied towards any loan application and the application does not proceed for any reason, at the discretion of the broker, a consultation fee of \$800.00 may be charged.

SITUATION	DETAILS	FEE
1) If for whatever reason you cancel (repay) your loan within 24 to 36 months depending upon the bank/ or lender	If the product provider requires us to pay back to them the commission (referred to as claw back) we received on a sliding scale based upon the length of time you have had the loan	This will be assessed at the time and will be based on what we are advised by the product provider/lender and invoiced to you.
2) You apply via us for a mortgage and then decide not to proceed for any of the following reasons:	Providing you with recommendations and negotiating with the lenders requires us to spend time. We would have been in contact with you to collect information required to understand your financial position and needs and researched best possible solutions. We would have negotiated with providers and kept you informed of the progress. We would have spent time in this regard to assist you into finding a desired solution. We will charge you for the time spent on your application at a flat rate	\$800 plus GST if any.
*Decided to change advisor or deal with the lender directly.		
*Have not acted upon the approval within 12 months and have decided against proceeding with the proposed lending.		

*Have not informed us about your changed financial circumstances as a consequence of which we can't get an approval extension.		
Your application is declined by a lender because of a failure on your part to declare all information they require to assess and process the application.	We submit an application based on the information that you provide. If the lender rejects the application because you withhold information with or without intent we will charge you a flat fee for the services that we have provided you up until the application was rejected	This will be assessed at the time and invoiced to you plus GST if any.

Existing clients wanting to either change lending structure or their bank before the claw back expiry period we may charge you the full or a portion of the clawback.	If you have dealt with us your existing products (loans) are still provider/lender and are still within 27 -36 months period from the time you draw down the loan, we can charge for the loss of commission on a sliding scale basis for the original deal. This will be based on the product/lender and their clawback of the commission they have paid in respect of the services we have provided you.	This will be assessed at the time and invoiced to you plus GST if any.
Complex applications and lending scenarios before signup.	If we envisage any complications with your application before we begin processing your application, we may need to charge a fee for the extra time spent on your application.	This will be assessed at the time and discussed with you. Your approval will be obtained for the fee before the service is provided and the fee agreed
Circumstances where we will not be compensated for by the lender	In some circumstances depending upon the nature of the lending, we will not be compensated by the lender. In such case you will be required to pay a fee that will be a percentage of the total lending amount. We will clearly inform you, if the lender will not pay a fee and that we will instead need to charge you for our services.	This will be sent to you under a separate invoice on completion of the lending approval. This will be charged out at 1% to 1.5% of the loan amount depending on the complexity of the borrowing.

Investment, Development, and Commercial Finance Applications

5. For all Investment, Development and Commercial Finance applications, a fee will be charged, and this will be defined at the earliest opportunity. In some situations, a mandate detailing those terms will be agreed and may define a non-refundable fee component.

Further Terms

6. Occasionally a residential lender may apply a remuneration claw back, this is when the lender demands the broker repays some or all of the commission paid to them due to the fact the loan is not in place for a minimum period (normally two years). Claw backs most often apply when the borrowers chose to sell the property or refinance for a better rate inside the first two years. Where a claw back or partial claw back applies, the client will be charged directly for any short fall in remuneration. (See fees above)
7. Should there be a breach of this agreement and funds are left owing to Gateway, then Gateway reserves the right to pass the account to a third party to recover those costs, including but not limited to debt collection fees (collection costs) and/or legal fees on a solicitor client basis.

If you have any further questions, please do not hesitate to contact us for further explanation.

Conflicts of Interest

We follow an advice process that ensures our recommendations are made solely on the basis of your individual goals and circumstances. We review our policy on conflicts of interest every 6months. We complete a register of conflict of interests and record any gifts and incentives we receive. We can confirm that we do not have any conflict of interest in providing you the services that are the subject of this document.

Terms and Conditions

As we progress through the financial advice, product selection and implementation process, we will clearly inform you of all the issues that have a material impact on your application for the loan - mortgage.

This will be the authority to act on your behalf for this engagement, the use of your personal information as required for the application to be assessed and processed by the product provider / lender, the importance of you providing all the information that we require you to provide us and that the information is complete, up-to-date and correct.

It is important that you read these terms and conditions carefully. Please ask us for clarification if you have any questions or anything is unclear.

Reliability History

None of our advisers or my Financial Advice Provider (FAP) have ever been subject to a reliability event (as defined in the Financial Markets Conduct (Regulated Financial Advice Disclosure) Amendment Regulations 2020 (Part 1 para 3.)).

A reliability event is something that might materially influence you in deciding whether to seek advice from our advisors or from engaging Gateway Finance Brokers Limited. As an example, it would include legal proceedings against any advisor, or if any of them had been discharged from bankruptcy in the last four years.

Your Obligations

Any advice or product implementation provided as a result of the fact find & needs analysis can only be as good as the information received from you, so we ask that you provide the advisor with the information that is requested. Please ensure that you fully disclose all financial information including any third-party guarantees.

Without relevant and correct information about your personal and financial situation, we run the risk of giving advice that is not appropriate for your needs. If you are unsure as to why we need certain information, please ask so that we can explain.

The fees mentioned earlier will apply if the application is not successful due to non-disclosure of the information that the mortgage provider requires to progress your application.

What should you do if something goes wrong?

If you have a problem, concern, or complaint about any part of our service, please advise us so that we can try our utmost to fix the problem. You may contact our internal disputes service by phoning 0800-888-449 or by email info@gfbl.co.nz, or in writing to PO Box 47-1746, Trentham, Upper Hutt 5018.

If we cannot agree on how to resolve the issue, you can contact the 'Insurance and Savings Ombudsman Scheme'. This service will cost you nothing and will help us resolve any disagreements.

You can contact:

Insurance & Financial Services Ombudsman Scheme

Web: www.isombudsman.org.nz
Phone: 0800-888-202 or (04) 499-7612
Fax: (04) 499 7614
Postal Address: PO Box 10-845, Wellington 6143

Privacy Act

1. It is understood that any information gathered for this needs analysis is personal and we 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 us 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 recommendations or variations thereof.
 - b. Compliance advisors, assessors or by any claims investigators who may need access to such information; and
 - c. Other professionals such as solicitors, accountants, finance brokers, financial planners when such services are required to complement this advice and as requested by you.

This information will be held by Gateway Finance Brokers at 12 Phar Lap Grove, Upper Hutt.

Declaration:

I William (Bill) Slater, declare that, to the best of my knowledge and belief, that the information contained in this disclosure and terms of engagement statement is true and complete with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice Disclosure) Amendment Regulations 2020 and the Financial Markets Conduct Act 2013.



Signed

William (Bill) Slater

Dated 15th March 2023.

I / We acknowledge that...

- The advantages of undertaking a full sustainability analysis and the need to provide relevant personal and financial information and by not doing so I / we risk receiving advice or product recommendations that may not be appropriate to my / our needs.
- I / We understand the services being provided are restricted to the scope of service or subject to specific limitations indicated above and those outlined in the Gateway Finance Brokers application form.
- I / We have read and understood information relating to the Privacy Act 1993 and how this information may be used.
- I / We understand the basis of advisor remuneration as defined in the sub-heading 'How We Get Paid'.
- I / We have received a copy of the Terms of Engagement from the Advisor.

Client Name	_____	Client Name	_____
Signature	_____	Signature	_____
Date	_____	Date	_____

