

Legal

Privacy statement and disclaimer

Your Privacy

Best Mortgages/The Best Ltd will use and retain any personal information you provide to offer you with further information about our services. All information collected is considered commercially confidential and will be held securely. Your personal information will never be sold or passed onto third parties without your express permission.

If you are an individual, the Privacy Act 1993 gives you the right to request access to, and correction of, your personal information. You can contact us if you would like to access, correct, and/or change the information held about you.

1. About this Website

The information provided and services described in this website are of a general nature and are not intended to be personalised financial advice to a retail client. The information provided in this website is not intended to be a substitute for professional advice. You may seek appropriate personalised financial advice from a qualified professional to suit your individual circumstances.

2. No Warranties

While every effort is made to ensure the information on this website is up-to-date and correct, Best Mortgages/The Best Ltd makes no representations or warranties of any kind, express or implied, about the accuracy, reliability, completeness, suitability or availability of the website or the information about the products and services provided on the website. The information on this website is subject to change at any time. Best Mortgages/The Best Ltd is under no obligation to update any information on this website or correct any errors in the information after it is published on the website. Any reference on this website to historical information and performance of a product or service may not necessarily be a good guide to future performance. You are solely responsible for any actions you take or do not take by relying on such information.

3. No Liability

To the full extent legally allowable the directors, contractors, business associates, consultants and staff of Best Mortgages/The Best Ltd expressly disclaim all and any liability and responsibility to any person in respect of anything, and of the consequences of anything, done or omitted to be done by any such person in reliance, whether wholly or partially, upon the whole or any part of the contents of this website. The disclaimers and limitations of liability do not prejudice your rights under the Consumer Guarantees Act 1993, nor are they intended to exclude liability arising under statute.

4. NZ Jurisdiction

The information published on this website is governed by, and has been prepared to comply with, the New Zealand law. The information is only intended for persons within the New Zealand jurisdiction and is not

intended for persons outside the New Zealand jurisdiction. Best Mortgages does not accept responsibility for the compliance of this information with the laws of any other country. The laws of New Zealand shall govern your use of the website and by visiting this website you hereby agree to submit to the exclusive jurisdiction of the New Zealand courts.

5. Virus protection

Although Best Mortgages/The Best Ltd regularly updates its virus protection software, it does not warrant that the server that makes the information and contents of this website available is free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the correct display and/or presentation of any material contained on this website.

6. Linked Websites

Through this website you may be able to link to other websites which are not under the control of Best Mortgages/The Best Ltd. Best Mortgages/The Best Ltd has no knowledge of or control over the nature, content, and availability of those websites. Best Mortgages/The Best Ltd does not sponsor, recommend, or endorse anything contained on these linked websites. Best Mortgages/The Best Ltd does not accept any liability of any description for any loss suffered by you by relying on anything contained or not contained on these linked websites.

7. Website availability

Every effort is made to keep the website up and running smoothly. Best Mortgages/The Best Ltd takes no responsibility for, and will not be liable for, any loss you may suffer due to the website being temporarily unavailable either during its planned maintenance or due to technical or other issues beyond our control.

8. Calculators

Calculators provided on this web site are to be used as a guide and are intended to provide you with an indication or illustration only. The calculators do not take into account your individual financial situation, goals, or objectives. Use of the calculators does not constitute personalised financial advice to retail clients under the Financial Advisers Act 2008. Before you make any decisions based on the information obtained using these calculators you should seek professional advice. The output from the calculators is not an offer of finance from Best Mortgages/The Best Ltd. All applications for finance are subject to the lending criteria of respective lenders, and applicable fees and charges. The information collected in this calculator may be passed between calculators and our online application form.

9. Intellectual Property

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10. Disclosure Statement

A disclosure statement relating to the advisers associated with this website are available on request and free of charge.

11. How we get paid

Best Mortgages/The Best Ltd is paid a single upfront commission (percentage of the loan facility or insurance premium), an ongoing (trail) commission (percentage of the loan facility or insurance premium), or a mix of both.

Best Mortgages/The Best Ltd may charge a one off fee for work completed for clients which does not attract a broker payment from the lender. This charge, if applied, will be agreed in advance with you before any work is started.

12. Consumer Protection:

If you have a problem, concern, or complaint about any part of the service you receive from a Best Mortgages/The Best Ltd, please contact your adviser or 'Best Mortgages' directly so we can try to fix the problem. You may use our internal disputes service by telephoning the Company Director Eddie Biesenbach on 021 449 177, by email ebiesenbach@gmail.com.

If we cannot agree on how to resolve the issue, you can contact Financial Services Complaints Limited. This service will cost you nothing, and will help us resolve any disagreements.

You can report information or complain about the conduct to the Financial Markets Authority, but in the event of a disagreement, you may choose to first use the dispute resolution procedures described above (under "What should you do if something goes wrong?").

You can contact them by phone, email or in writing using the below information:

Financial Services Complaints Limited

Email: info@fscl.org.nz

Phone: 0800 347257 or 04 472 3725

Fax: 04 472 3728

Postal PO Box 5967

Address: Wellington 6011

13. Professional Indemnity Insurance

We have \$2 million of PI cover (maximum cover of \$1 million per claim). In proven cases, this protects clients from financial loss due to fraud, gross negligence ect, (if perpetrated by me).