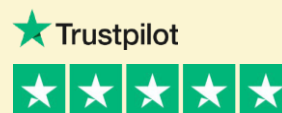


# Application Terms & Conditions



Thank you for choosing Lending People. We are a wholly owned subsidiary of Motor Trade Finance (MTF Finance) and hold a class 2 licence as a Financial Advice Provider (FAP).

Lending People is a platform that offers an easy way to obtain finance – either directly from us or from available Providers.

We help our customers to access a range of loans and insurance. Please read the terms and conditions below about how we operate and what you can expect as our customer. Let's make borrowing a breeze!

Our Services are provided under the terms and conditions below and in the other documents noted in the definition of "Agreement" in clause 24.

### Our Services

1. Access to loans and insurance: We will help you to find and enter into loans and insurance policies from available Providers subject to you meeting eligibility and other requirements (including requirements set out in clause 6). In order to access insurance products, you must enter into a loan arranged by us. Providing you with an option to acquire insurance is entirely at our discretion.
2. Direct Loans: If you meet Lending People's eligibility, we may offer you a direct loan where we are the provider, instead of referring your application to another Provider.
3. Incomplete Application: If you apply but do not submit your bank statements and/or identify verification within 24 hours, your Incomplete Application may be referred to MTF Finance.
4. Declined Applications: If we decline your Application, we have not provided you with a service and we will not provide any Services to you.
5. Non-advised services: Except where we specify, we do not provide Financial Advice Services (defined in clause 23) in relation to personal loans with the exception of debt consolidation. We do not provide Financial Advice Services in relation to insurance.

### Your Application

6. Application: To apply for a loan from us and available Providers, you must submit an Application on your own behalf on our Website. To apply you must:
  - live permanently in New Zealand;
  - be at least 18 years old at the time you submit the Application.
7. Agent Authorisation: You appoint us as your agent to discuss your Application and related matters with Providers and other third parties. A list of our providers can be found [on our website](#).
8. Information: You authorise us to undertake any credit, verification or other checks required in relation to your Application. You must promptly provide us with all information (including updated information) that we reasonably request or require in connection with your Application and our Services. You agree that we can collect, use, share, hold and protect your personal information in accordance with the Privacy Policy. In order for us to obtain required information from third parties, you authorise third parties to release to us all requested information relating to you and your financial position in accordance with our [privacy policy](#).
9. Decision: We may, in our sole discretion, accept your Application. You can withdraw your Application at any time before we make a decision on your Application (see clause 8) by notifying us by email at [hello@lendingpeople.co.nz](mailto:hello@lendingpeople.co.nz)
10. Application assessment: When we receive your Application we will assess whether you are eligible for loans from available Providers.
  - If you apply for a personal loan we will either provide you with a conditional approval, decline your Application or refer your application to a lending consultant for more information. Our decision on such loans is not a Financial Advice Service.

Conditional approval is not a guarantee that you will be able to enter into any loans or insurance policies. Conditional approval will be valid for a period of 30 days following notification to you. You will need to make a new application after the expiry date including meeting all eligibility requirements.

### Our fee

11. No fee is payable if you do not enter into a personal loan arranged by the Lending People.

- If you take out a personal loan arranged by Lending People, where Lending People is not the creditor, we will charge a fee of between \$0 and \$995 (GST Exempt).
- If you take out a personal loan arranged by Lending People, where Lending People is the creditor, a \$174 establishment fee will apply.
- Fees can be added to the total amount borrowed and will be paid to Lending People by the provider on the day the loan is disbursed, or you can choose to pay this fee directly to Lending People.

### Commission

12. We may receive commissions from Providers and others in relation to our Services and the loans and insurance you enter into. Commissions are paid to us by the relevant Providers and are for our account only.

### Conflicts of Interest

13. We will disclose all relationships we have or companies we may refer you to that could cause any potential conflict of interest. We have identified this potential conflict of interest:

- MTF Finance holds 100% of Lending People shares. Lending People offers loans from MTF Finance.
- Lending people offers loans directly as a provider.
- Lending People is not required to place or any level of business with any particular product provider and in all instances seeks to act in the best interest of the client.

To ensure that our financial advisers prioritise our clients' interests above their own, we follow an advice process that ensures our recommendations are made on the basis of each client's goals and circumstances. All our financial advisers undergo annual training in how to manage conflicts of interest. We maintain registers of conflicts of interests and the gifts and incentives we receive. Lending People monitors these registers and provides additional training where necessary. Lending People performs or obtains an annual review of our compliance programme.

### Your obligations and acknowledgments

14. You warrant, agree, and acknowledge at all times that:

- all information you supply to us is true, correct, complete and up-to-date and that nothing material has been omitted;
- where there has been any change in circumstances of any kind during the period we are assisting you, you will provide us with updated information (even if we do not request that information);
- we have no obligation to check or verify that any information you provide to us or a Provider (for any purpose) is true, correct, up-to-date or complete and, to the extent we do so, we do not confirm that the check or verification is complete or accurate;
- we do not accept any responsibility or liability to you whatsoever (and howsoever arising) in connection with a lack of information, or inaccurate, untrue or incomplete information being provided by you (including as part of your Application), or on your behalf, to us, a Provider or any other person;
- to the maximum extent permitted by law and subject to clause 13, we give no warranty, assurance or undertaking that you will be able to obtain any loan, or a loan on the finance terms noted on our Website, or insurance;
- to the maximum extent permitted by law and subject to clause 13, we have no responsibility or liability to you whatsoever for any liabilities, costs or losses you suffer or incur arising from or in connection with the loan or insurance that you enter into with a Provider.

### Liability

15. No provision in the Agreement is intended to have the effect of contracting out of your rights under the Consumer Guarantees Act 1993 (CGA), except to the extent permitted by law. However, if you are in trade you agree to contract out of the CGA and this clause 15 does not apply to you.



16. To the maximum extent permitted by law and subject to clause 15 we shall have no liability to you whatsoever, whether in contract, tort (including negligence), equity or otherwise, for any liabilities, costs or losses you suffer or incur as a result of, our breach of the Agreement or otherwise in connection with the Agreement, except to the extent the liabilities, costs or losses arising from our fraud, dishonesty or willful default.

#### Termination

17. Either party may, without cause, terminate the Agreement on seven days' prior notice to the other. Expiry or termination of the Agreement does not affect each party's rights and obligations that accrued before the date of termination or expiry of the Agreement.
18. Parts of this Agreement which, by their nature, are intended to survive expiry or termination, including clause 11, continue in force.

#### General provisions

19. Commencement: This Agreement applies to you from the time you submit an Application to us.
20. Amendments: We may update this Agreement at any time, acting reasonably, by notice in writing to you. If we make any changes that materially detrimentally affect your rights or obligations under this Agreement we will give you a reasonable opportunity to cancel this Agreement before the changes come into effect (without penalty).
21. Reliance: Our Services are provided, and obligations are owed, to you only and do not extend to any other person (including family members, directors & related companies).
22. Entire Agreement: The Agreement sets out everything agreed by the parties relating to the Services and supersedes and cancels anything discussed, exchanged or agreed prior to the start of the Agreement. The parties have not relied on any representation, warranty or agreement relating to the subject matter of this Agreement that is not expressly set out in this Agreement, and to the maximum extent permitted by law no such representation, warranty or agreement has any effect from the start of this Agreement.
23. No-Assignment: You may not assign or transfer any of your rights or obligations under the Agreement except with our prior written consent.
24. Definitions: In this Agreement, the following terms have the following meaning:
- "Agreement" means these terms and conditions, the Website Terms of Use, the Privacy Policy and Disclosure Statements.
  - "Application" means a complete application for a loan from available Providers made on our Website.
  - "Disclosure Statements" means the disclosure statements we or our financial advisers provide to you from time-to-time including the disclosure statement published on our [Website](#)
  - "Financial Advice Service" is provided when a person seeks regulated financial advice from a licensed provider. This term is explained in more detail under section 431D of the Financial Markets Conduct Act 2013
  - "Incomplete Application" means an application for a loan from available Providers made on our Website where either the bank statements or the identify verification section has not been completed after 24 hours.
  - "Lending People" means The Lending People Limited (NZBN: 9429030544291).
  - "MTF Finance" means Motor Trade Finance Limited (NZBN; 9429040303628).
  - "Platform Fee" means the fee we charge in accordance with clause 11.
  - "Privacy Policy" means our privacy policy from time-to-time published on our Website.
  - "Provider" means a lender or an insurer whose financial products we assist you to enter into.
  - "Services" means the services provided to you as described in this Agreement, our Disclosure Statements and in financial advice we provide to you.
  - "Website" means Lending People website at <https://thelendingpeople.co.nz>
  - "Website Terms of Use" means our website terms of use from time-to-time.

25. Interpretation: In the Agreement:

- ▮ a reference to “you”, “your” is to the person(s) named on the Application;
- ▮ a reference to “we”, “us”, “our” is to Lending People;
- ▮ a reference to a clause is to a clause in this Agreement;
- ▮ a reference to \$ or dollars is to New Zealand currency;
- ▮ a reference to a party to this Agreement includes that party’s permitted assigns;
- ▮ a reference to including and similar words do not imply any limit;
- ▮ words in the singular include the plural and vice versa.

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# Acceptance

**I have read and accepted these Application Terms & Conditions .**

Full Name \_\_\_\_\_

Application # \_\_\_\_\_

Date \_\_\_\_\_

Timestamp \_\_\_\_\_

IP Address \_\_\_\_\_



The Lending People Limited trading as Lending People (FSP240365) is the Licensed Financial Advice Provider.

Phone: (0800) 899 879

E-mail: [hello@lendingpeople.co.nz](mailto:hello@lendingpeople.co.nz)

Physical Address: 5 Arawa Street, Grafton, Auckland 1023

Postal Address: PO Box 885, Dunedin 9054

