



## NATURE AND SCOPE OF ADVICE

Kingbird Limited provides wholesale business and asset finance services, residential mortgage advisory, Commercial property lending brokering, and Consumer Credit Contract facilities under license FSP1000364.

### **KINGBIRD OFFICE CONTACT DETAILS: (FSP#1000364)**

**Address:** Level 12, BDO Tower, 19 Como Street, Takapuna, Auckland 0622

**Postal:** PO Box 33-1263, Takapuna, Auckland 0740

**Phone:** 09 222-2662

**Email:** [admin@kingbird.co.nz](mailto:admin@kingbird.co.nz)

**Website:** [www.kingbird.co.nz](http://www.kingbird.co.nz)

### **NATURE AND SCOPE OF FINANCIAL ADVICE SERVICES BY KINGBIRD**

#### **Our Services:**

- Business finance
- Asset finance
- Cashflow finance
- Wholesale funding services
- Consultancy
- Mortgage, home loan, top-up and refinance
- Consumer Credit contracts

#### **We refer to a trusted source, via others for the following:**

- General insurance (house, contents, and vehicle covers); we will refer to a trusted business partner
- Reverse mortgages
- Personal and group Insurance (life cover, health, disability, income protection, and trauma)
- KiwiSaver

Any financial advice provided on our behalf will take into account only the information you have given us about your particular needs, financial situation, or goals.

In terms of residential Mortgages, Kingbird has a number of Advisers located in various locations throughout New Zealand. Please see the web site at [www.kingbird.co.nz](http://www.kingbird.co.nz) for details.

#### **OUR FEES:**

For Residential mortgages, we are usually paid by the Lender for our services on behalf of you. However, from time to time, the lender we recommend may not pay for our services and therefore, we will advise you of that and enter into a separate agreement with you for payment. In most cases any costs for our fees will be added to the loan amount.

It is also important to know that, should you terminate your relationship with the lender, within 28 months of the loan being drawn down, and the lender has paid us a fee, then that lender may request the repayment of all or part of that from us (Called a "Clawback"). Should this occur, we will invoice you directly for our time and effort at a reasonable level, with this being no less than \$2,500 (being 10 hours @ \$250 per hour).

For all other transactions, we charge a fee for our services, depending on the complexity of the service and advice offered, and this may include monthly and success fees. In some cases, we also obtain a commission from some providers. The actual fee charged to you will depend on the nature and scope of the advice or service we provide. We will discuss and agree on the actual fees with you before we proceed and explain how they are payable; however, typically, it is a minimum of \$1,500 and/or up to 3% of the amount raised or advanced. This will be discussed and agreed upon prior to any lender's offer being presented.

### Other costs and expenses

We may also charge for expenses that relate directly to your business loan and will advise you of these. We reserve the right to charge for some non-bank lending and \$250 per hour for finance/lending consultancy work and/or to recover or part recover commission clawback.

### Conflicts of interest or other incentives

We are here for our clients and to advise you as best we can. Your interests are our priority, although we do have business relationships with product providers also. From time to time, we may receive a small gift from a product provider (such as a bottle of wine or events tickets).

### How we manage any conflicts of interest

**To ensure our advisers prioritise our clients' interests** we follow an advice process that ensures our recommendations are made appropriately based on clients' goals and circumstances.

- All our advisers undergo annual training about how to manage conflicts of interest.
- We maintain registers of conflicts of interest and the gifts and incentives we receive. These registers are monitored regularly, and additional training is provided as required.

### OUR DUTIES AND OBLIGATIONS TO YOU:

We are bound by the duties of the Financial Markets Conduct Act (431I, 431K, 431L and 431M) to

- Meet the standards of competence, knowledge and skill set out in the Code of Conduct
- Give priority to the client's interest and
- Exercise care, diligence and skill and
- Meet the standards of ethical behaviour, conduct, and client care set out in the Code of Conduct.

### COMPLAINTS:

#### Our Internal complaints process

If you have a problem, concern, or complaint about any part of our advice or service, please tell us so that we can try to fix the problem.

Our internal Complaints Manager is Michael Sweeney who can be reached via email at [mike@kingbird.co.nz](mailto:mike@kingbird.co.nz) or contact on 021 124 7850. You will get a reply to you within 5 business days.

#### Our external complaints process

If we cannot agree on how to resolve/fix the issue, or if you decide not to use the internal complaints scheme, you can contact our external disputes resolution scheme – Financial Services Complaints (FSCL). This service will cost you nothing and will help us resolve any complaints.

#### You can contact Financial Services Complaints as follows

**Address:** FSCL, PO Box 5967, Wellington 6145

**Phone number:** 0800 347 257

**Email address:** [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)

I/We \_\_\_\_\_ and \_\_\_\_\_ have read, understood, and agree to the Nature and Scope of this advice.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_