



# REACH

## COMMERCIAL FINANCE

### DISCLOURE NOTICE AND TERMS AND CONDITIONS

#### Appointment of the Broker

This document sets out how we will deal with you in the provision of services for Credit Broking.

We are a credit broker and not a lender. We can introduce you to a panel of lenders and their finance products. We are not an independent financial advisor; we will provide details of products available, but no advice or recommendation will be made. You must decide whether the finance product is right for you.

Reach Commercial Finance is authorised and regulated by the Financial Conduct Authority (FCA no.753686).

#### Authorisation Statement

Reach Commercial Finance Limited is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

#### Client Acknowledgement

You acknowledge that:

- You have been asked to seek such independent advice as you consider necessary before signing this Agreement;
- The Broker sources Offers of Funding from an independent panel and may introduce other alternative options should the needs arise.
- The Broker may receive commission from the Lender
- You have read the brokers standard Terms and Conditions and agree that they form part of this Agreement.

#### You consent that

- You are aware that the Lender may pay the Broker introductory commission in respect of the funding set out in the Finance Offer. If commission is to be paid, and the amount of commission is known to the Broker prior to acceptance of the Finance Offer, the Client will be informed that commission will be paid. Commission paid to the Broker may vary in amount depending on the Lender or product.
- You authorise the Broker to contact you by any means with marketing material



# REACH

## COMMERCIAL FINANCE

### **Confirmation of Instructions**

You have instructed The Broker to source Offers of Funding.

Any change to or variation of the Instructions will not affect the liability of the Client to pay any fee pursuant to the Agreement.

### **The Client's Duty to the Broker**

You agree to be act with utmost good faith in the provision of information to the Broker. The duty is continuous and applies to all the information you provide, whether we have asked for it or whether you have provided it voluntarily. You agree not to withhold information from us.

You agree to take all reasonable steps and use all reasonable endeavours to comply with and satisfy any condition imposed by the Lender who has made a Finance Offer that accords with the requirements set out in the Confirmation of Instructions.

You agree to notify the Broker if at any time you intend to appoint an additional or alternate broker or intermediary to obtain an offer of finance for you whereupon the Broker will be entitled to terminate this Agreement forthwith.

### **Introductory Commission**

Commission paid to The Broker may vary in amount depending on the Lender or product. Where the nature of any financial arrangement, including the amount of commission or any other type of remuneration is known, in advance of The Broker promoting or recommending a particular Lender or Finance Product, this information will be disclosed to You

We will typically receive commission from them as a fixed fee or a fixed percentage of the amount you borrow. All of the lenders we work with could pay commission at different rates, and for certain Lenders we do have influence over the interest rate you will pay, and this can impact the amount that you pay under the agreement.

### **Termination**

The Broker may terminate the Agreement by giving 14 days written notice to the client.

### **NACFB Code of Practice/Complaints/Arbitration**

The Broker agrees to act on behalf of the Client in accordance with the terms of the Code of Practice of the National Association of Commercial Finance Brokers as amended (the Code) and a copy of the Code is available on request from the Association or on the NACFB website [www.nacfb.org](http://www.nacfb.org)

The Broker will investigate and deal with any complaints raised by the Client concerning the services provided under this Agreement promptly and reasonably but if the Broker is unable to resolve any complaint to the Client's satisfaction the Code stipulates the procedures available to the Client including arbitration.

If you are not satisfied with how we dealt with your complaint or you are not happy with our decision and wish to take it further, you may be able to contact the Financial Ombudsman Service (FOS) regarding your complaint provided that the complaint concerns a regulated activity and you fall within the classification of an "eligible complainant". FOS contact details are:

**Address:** Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR

**Consumer helpline:** 0800 023 4567 or 0300 123 9123

**Switchboard:** 0207 964 1000

**Fax:** 0207 964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



# REACH

## COMMERCIAL FINANCE

Please be aware of the European Commission's Online Dispute Resolution platform (ODR) which allows you to make a complaint about online purchases through the platform. This platform may be used to facilitate resolution of disputes and sits alongside our existing complaints procedure.

### **Data Protection**

The Client agrees that any information he provides which may be held and processed by the Broker may be shared with the Lenders, third parties to protect the Broker against fraud, to satisfy the Code and in accordance with any statutory or legal obligation the Broker might have.

The Broker may use and disclose details of this application and any resulting Offer of Funding to the Client to any Lender, any intended guarantor any investor and their legal advisors and may further use and disclose information to the Financial Conduct Authority, NACFB, any processing agents with whom the Broker may hold an agreement to process data.

In accordance with the Data Protection Act 1998 the Client is advised that information provided may be held by the Broker in its computer and papers records and retained for a period of six years after the date of this Agreement.

### **Amendments**

Any amendment whether proposed by the Broker or the Client shall be notified in writing to the other party. Any amendment proposed by the Broker shall take effect on the date specified unless in the meantime the Client notifies the Broker to the contrary or requests an extension of time. Any amendment proposed by the Client shall take effect when accepted by the Broker in writing.

### **Assignments and third party rights**

This Agreement is personal to the Client and a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

### **Professional Indemnity**

The Broker will maintain professional indemnity insurance cover in respect of its business with and on standard terms offered by reputable insurers.

### **Exclusions**

The Client accepts that the Broker shall have no liability for any economic loss (whether direct, indirect or consequential) insofar as it relates in any way to loss of business, loss of Client data, interruption of business or loss of profits or goodwill as a result of the manner of performance by the Broker of any obligations arising under this Agreement. This exclusion of liability will not, however, otherwise affect any statutory rights of the Client.

### **Choice of Law**

The Agreement shall be construed in accordance with English Law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts.



# REACH

## COMMERCIAL FINANCE

### **DATA PROTECTION ACT**

In order to process the application for funding the following information may need to be supplied, including accounts and personal financial details, by you, the Client, and by other sources such as your Bank and credit reference agencies.

We may also, when authorised by you in writing, apply for supplementary information from your professional or other advisers.

We will record this information (whether in manually operated or automated systems) and retain it only as long as we are required by law to do so. We will keep it as securely as possible.

We will use the information to assess the application, to approach a number of selected funders and, subsequently, in negotiations for the issue of an offer of funding with them.

In order to do so, we will disclose such of this information as is necessary to negotiate terms with a funding source, with employees of this business, any guarantor required by the funder, any person or organisation necessary to comply with any legal or regulatory requirements to which we may be subject, and anyone else whom you may specifically authorise in writing.

We may also use the information to monitor and analyse our business and, unless you instruct us in writing not to do so, contact you with details of products or services which may be of interest to you.

In the event that we search with credit reference agencies, we will need to disclose information about you. The credit reference agencies will record details of our searches. If you would like details of the credit reference agencies please write to us at the address stated.

You have the right to apply to us for details of the information we hold about you. An administrative charge may be made by us for doing so.

### **DATA PROTECTION STATEMENT**

#### **Introduction**

The terms set out in this Data Protection Statement apply to any information you from time to time and to any information you have already provided.

We may revise or supplement our Data Protection Statement from time to time for any of the following reasons:

- to provide for the introduction of new or improved systems, methods of operation, services or facilities
- to reflect an actual or expected change in market conditions or general banking practice;
- to comply with or anticipate any changes in any legal or regulatory requirement
- to ensure that our business is run prudently
- to make our Data Protection Statement clearer or more favourable to you
- to rectify any mistake that might be discovered from time to time

You must not send us personal information about someone else without first getting his or her consent for it to be used and disclosed in the ways set out in our Data Protection Statement. This



# REACH

## COMMERCIAL FINANCE

is because we will assume he or she has consented, although we may still ask for confirmation from them. Where you do give us information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

We treat your privacy very seriously and we understand that you will wish to know how we will use the information we collect from or about you. We use your personal information in accordance with our Data Protection Statement and will fully comply with all applicable UK data protection legislation (including the Data Protection Act 1998). It is important that you take all necessary and appropriate steps to protect your data yourself (for example, by ensuring that all passwords and access codes are kept secure). Information which we may collect about you

We may collect and process the following information about you:

- Information you provide (either directly or through an agent such as a solicitor, independent financial advisor or introducer) by completing an application for our products and services, whether in writing, on our website, over the telephone or by some other means. This information may include your name, address, contact details, date of birth, bank details, details about your employment and financial information
- Records of any correspondence from you or anyone acting on your behalf
- Details of transactions you carry out with us

### **Use of information collected**

We may process, transfer and disclose your information for the purposes of:

- providing you with services, and complying with your instructions
- verifying your identity
- detecting and preventing fraud
- complying with laws and regulations (including the rules of any regulatory authority) and public duties
- Monitoring and/or recording your telephone calls and electronic transactions in order to accurately carry out your instructions
- assisting in improving our services and in the interests of security and crime prevention
- market research and providing you with information via mail, telephone or other means about our products or services from time to time and analysis in order to assess and improve our business and the services we offer

We will act proportionately and responsibly when we process, transfer or disclose your information and we will act strictly in accordance with the Data Protection Act 1998.

We may at any time search your record with a fraud prevention agency. If at any time you give us or procure the giving of false or inaccurate information and we suspect fraud we will record this. The fraud prevention agency will use information recorded for statistical analysis about fraud and will also share it with other organisations who will use it to prevent fraud and to help make decisions on motor, household, credit, life and other insurance proposals and claims by you, members of your household or any other businesses associated with you

We may from time to time contact you about products and services available from us which we believe may be of interest to you. We may do this by post or by phone unless you have told us in writing not to; and by e-mail, text or other electronic means if you have told us in writing that we can. You can tell us in writing at any time if you change your mind.



# REACH

## COMMERCIAL FINANCE

### **Disclosure of your information**

Your personal information may be passed to and used by lenders for the purpose of this facility only

Where you have been introduced to us by an introducer such as an independent financial advisor, equipment supplier or accountant we will inform the introducer about the outcome of your application and whether we have agreed to provide you with the product or service for which you have applied. We may also disclose information about you and your relationship with us (including details of any related investment) throughout the term of that relationship. If you do not wish us to disclose this information, please inform us in writing.

We may also disclose your personal information to third parties in the following circumstances:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer
- In the event our assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets
- If we are under a duty to disclose or share your personal data in order to comply with any
- legal obligation or to protect the rights, property, or safety of us, our customers, or others

Please confirm that you have read and agree with the above disclosure and terms and conditions by signing below: