

# Terms Of Business

## Terms and Conditions & Complaints Handling Policy

The following information informs you about our business, the services we provide to Clients, how we conduct business including charges for the services we provide and commissions we may receive. It also sets out policy over the general usage of this web site and our copyright protection.

## About The Company

Trading Name: Howe Commercial Finance Ltd

Registered Company Name: Howe Commercial Finance Ltd referred to as 'The Company'

Company Registration Number: **15436350**

Company Registered Address: **The Old Bakehouse, Dove Walk, Uttoxeter, Staffordshire. ST14 8EH**

Main Office Address for Postal Communication: **The Wellington, 78 High Street, Uttoxeter, Staffordshire. ST14 7JD**

E-Mail Address for Communication: **info@howecommercialfinance.co.uk**

Telephone Contact Numbers: **01889 725100**

## Financial Conduct Authority (FCA)

The Company is Authorized and Regulated by the Financial Conduct Authority (FCA) under the Firm Reference Number (FRN): **1033400**

The Company operates as an Appointed Representative of Principal Firm: White Rose Finance Group Ltd who have a Firm Reference Number of 630772

More information can be obtained by searching the Financial Conduct Authority register:  
<https://www.fca.org.uk/register>

## Data Protection Registration

The Company is registered with the Information Commissioners Office for Data Protection Purposes.

More information can be obtained from the Information Commissioners Office web site:  
<https://www.ico.org.uk>

Data Protection Number: **ZB669746**

## How We Conduct Business

The Company operates in the market as a Credit Broker, we are not a Lender and we do not lend our own money.

As a Credit Broker we provide a range of financial brokerage services to business and personal clients (herein referred to as 'the Client').

The Company is not tied to any lender or group of lenders and operates on a whole of market basis, we source appropriate financial services and products for our Clients from a broad range number of lending organizations with whom the company has a professional broker agreement.

The policy of the Company is to provide our Clients an unbiased and impartial service and to recommend the most appropriate and cost effective financial products matching their declared needs, borrowing requirements and personal / business financial means and circumstances.

## Our Duty Of Care And Policy On Treating Customers Fairly

The Company works under the control of the Financial Conduct Authority (FCA) and is authorized and regulated as detailed above.

In dealing with Clients our duty of care dictates that in all cases the recommendation we make will be based on the best and most appropriate solution for the client given the information provided to the Company.

In providing our services and support to a client we will normally request 'Fact Finding' information pertaining to the overall financial means of the Client, Asset and Liability position, credit status and general personal / company profile.

All information provided by Clients to the Company in this regard is treated as confidential and will be handled in accordance with the Data Protection Act as set out by the Information Commissioners Office under which the Company is registered as detailed above.

More details on data protection can be obtained from the Information Commissioners Office (ICO) via the web site: <https://www.ico.org.uk>

## Debt Serviceability / Vulnerable Clients Policy / Client Risks

Our duty of care and regulatory obligations dictate that in all Client engagements we should take all possible steps to ensure that the following conditions are met:

- 1)- Any product or service we are recommending to a Client can be demonstrated to be adequately affordable to the client without the risk of financial hardship occurring either at the time of engagement or if circumstances change during the term of the loan, lease or mortgage. This is referred to as 'Debt Serviceability Criteria' and if, in the view of the Company, the requested borrowing requirements cannot be adequately afforded this advice will be provided to the Client.
- 2)- That we take all possible steps to identify any 'Vulnerable Clients' who, and for whatever reason, may not be in a position to fully understand the terms and conditions of any financial service being requested. In such cases the Company will provide appropriate advice to the Client.
- 3)- That we advise all Clients of the associated risks and possible consequences should they not be able to make the regular scheduled payments during the agreed term for any loan, lease or mortgage etc. taken out.

## Credit Profile Searches

In providing our services it may be necessary for a recommended Lender to complete a formal credit search on a Client or the Clients business and if this is required the Company will always seek the prior approval of the Client before such a search is carried out.

In completing any of the Personal Financial Profile or Business Financial Profile or general fact finding documents that we may provide to you in the course of providing our services, it is considered implicit that you agree to such credit searches being carried out.

## Services Provided To The Client At No Charge And Without Obligation

A minimum of one free consultation is provided to all our Clients and by arrangement this may be conducted either via telephone or a face to face meeting either at The Company offices or the Clients premises.

Following the initial free consultation(s) and fact finding process the company will advise the client on the most appropriate and cost effective actions to achieve the clients stated financial objectives and borrowing requirements.

The advice and recommendations will be delivered to the Client in the form of a summary report issued by the Company. Under normal circumstances the report will contain a recommended Lenders Agreement in Principle (AIP) or a number of alternative options for consideration to support the borrowing requirement, and also a Funding Services Agreement (FSA).

The AIP will contain details of the in principle offer(s) obtained for the client to consider along with lending rates, fees and other charges which may be payable.

The FSA will detail the schedule of services to be provided to the Client by the Company should they wish to proceed, the terms of engagement and any fees that the company will charge for providing its services and when these fees fall due. The FSA will point out the risks to the Client should they fail to keep up with the agreed payment schedule on any Loan, Lease or Mortgage being arranged on their behalf.

There is no obligation on the Client to accept any offer of funding recommended by the Company by way of the summary report and the Company will not apply any charges for the services provided to that point.

The client has the opportunity to review the summary report (AIP and FSA ) as referred to above and to instruct the company to proceed or otherwise. Should the client wish to proceed he will be asked to sign and return the FSA document which is a formal and binding agreement under these terms of business. Upon receipt the company will initiate all necessary action to provision the financial service(s) as outlined in the summary report (AIP and FSA).

## Commissions Received And Charges For Our Services

The company or its Case Packager may receive commissions paid by the lending organizations with whom it has brokerage agreements and to whom it may recommend the Client.

If a commission payment is to be received from Lenders either to the Company or to a Packager this will be fully disclosed to the Client and will be stated either on the summary report (AIP and

FSA) as referred to above OR in the loan, lease or mortgage offer issued to the client directly from the lender.

The Company may also charge fees directly to the client for the provision of its services including the arranging and managing finance applications through to successful completion. Any fees to be charged will be clearly stated to the client.

Other than any requested advance commitment fee requested to cover expenses incurred by the Company the fees charged by the company will only be applied on successful conclusion of the financial service transaction.

The definition of 'successful conclusion' means the delivery to the Client of a formal offer of funding from a recommended lender pertaining to any loan, equipment lease, commercial mortgage, cash-flow solution or any other financial service which has been requested by the Client and under which matter which the Company has received a formal instruction to proceed.

For the avoidance of doubt, other than services which would be deemed to fall under the Consumer Credit Act (2006) should the Company deliver to the client the formal offer of funding and the client (for whatever reason) decides not to complete the transaction then the agreed fee remains due for payment in full.

## Case Packaging And Locum Services

In providing services to Clients the Company will generally use the case packaging and Locum support services of its FCA Principal firm which is White Rose Finance Group Ltd.

The term 'Packaging' in this context refers to the preparation and submission of any lender application documentation and supporting information in to the proposed lender in order to secure and deliver a formal offer of funding to the Client.

The term 'Locum Support' in this context means the provision of ongoing support services to the Client in the event that the Company cannot, for whatever reason (including staff illness or holiday periods) provide continuity of service.

## Our Complaints Handling Policy

The Company works hard to provide a consistently high level of service to all Clients. Should any Client have a grievance or complaint to make to The Company or the services provided this should be sent by recorded delivery post marked for the attention of the Managing Director at the Company Main Office address as shown above.

In registering a complaint with the Company please include as much detail as possible regarding the specific nature of the grievance you have including the names of any staff members of the Company that you have been dealing with.

All complaints registered with the Company will be acknowledged within five business days and all matters relating to the complaint will be handled either in person by the Managing Director of the Company or by a nominated senior member of staff.

Every effort will be made to resolve the complaint or grievance as quickly as possible and to the full satisfaction of the Client.

## Use Of This Web Site

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## Legal Contact

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