

CREDIT BROKING INFORMATION NOTICE TERMS AND CONDITIONS OF BUSINESS

This notice sets out how EgoPetram FS Limited operates, our services, and how we conduct business including our charges for the services we provide and the commissions we may receive.

We require you to sign this document both in acceptance of our terms of business, and in acknowledgement of your responsibilities to us, as set out herein.

EgoPetram FS Limited (Company Registration Number: 12723640) is referred to throughout this notice as "EgoPetram", "the Company", "The Broker", "we", "us" and "our".

The Company's registered address and principal trading address is 2 Kinsbourne Close, Harpenden, AL5 3PB.

Email communication should be sent to enquiries@egopetram-fs.co.uk and our telephone number is 01582 227 045.

We refer to the recipients of our services as clients. Throughout this notice references to "The Client", "client", "you" and "your" refer to the recipient(s) of our services.

1. OUR BUSINESS

- 1.1 EgoPetram will act as a Credit Broker on your behalf. We are not a Lender; any agreement we arrange for you will be directly between you and the Lender and you should take appropriate professional advice before signing any such agreement.
- 1.2 We are registered (FRN: 931739) with the Financial Conduct Authority (FCA) as an Appointed Representative of White Rose Finance Group Ltd (FRN: 630772) who are themselves authorised and regulated by the FCA.
- 1.3 The FCA regulates financial services in the United Kingdom, 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 or by contacting the FCA on 0800 111 6768.

The standards we adhere to dictate that we always act in our client's best interests and that the FCA 'Treating Customers Fairly' policies are fully complied with.

- 1.4 We are completely independent and not tied to any Lender or group of Lenders and operate on a "whole of market" basis. Loan facilities arranged are based upon information provided to the Company by the Client pertaining to their requirement as a whole and to the Client's own credit history, relevant experience, status and overall asset and liability position and indicates the best overall terms and rates offered to us.
- 1.5 We source appropriate financial services and products for our Client from a broad range of lending organizations with whom we have a professional broker agreement. This enables us to source and structure the best possible and most appropriate finance deal for our clients. Currently we operate with an unrestricted panel of lenders.

- 1.6 Our remit is to provide you with an unbiased and impartial service and to recommend the most appropriate and cost-effective financial products matching your declared needs, borrowing requirements and personal / business financial means and circumstances.
- 1.7 EgoPetram is a member of the National Association of Commercial Finance Brokers (NACFB). We adopt the strict Code of Practice and Minimum Standards set by the Association. You can check our membership status by contacting the NACFB on the following link.
<https://www.nacfb.org/>
- 1.8 There are occasions on which we use the services of White Rose Finance as a Case Packager to prepare and manage a proposal in respect of a particular service or product. There is no additional charge to you for these services.
- 1.9 If we cannot, for whatever reason (including staff illness or holiday periods), provide continuity of service, we use the Locum Support Services of White Rose Finance. There is no additional charge to you for these services.

2. IDENTITY CHECKS AND CREDIT PROFILE SEARCHES

- 2.1 Prior to taking on any new client we are required to validate their identity. In order to do this, we require that you supply us with:
 - 2.1.1 Photographic Proof of Identity (Passport/Driving Licence); and
 - 2.1.2 Proof of Address (Council Tax Bill/Utilities Bill less than 3 months old).
- 2.2 As part of our initial enquiries, we also require you to obtain a copy of your current personal Experian report. This can be obtained at no charge from [experian.co.uk](https://www.experian.co.uk).
- 2.3 In providing our services it may be necessary for a Lender to complete a formal credit search on either or both you or your business and if this is required, we will always seek your prior approval before such a search is carried out.

3. SERVICES PROVIDED TO THE CLIENT AT NO CHARGE AND WITHOUT OBLIGATION

- 3.1 A minimum of one free consultation will be provided to you and by agreement this may be conducted either via telephone or a face-to-face meeting either at our offices, your premises, or an alternative venue by agreement between us.
- 3.2 Following the initial free consultation, we will undertake a fact-finding process ("Fact Find") and we will then advise you on the most appropriate and cost-effective actions to achieve your stated financial objectives and borrowing requirements.
- 3.3 The advice and recommendations will be delivered to you in the form of a summary report issued by us. This report will give details of the funding options that we have identified and, where available, will include details of any Lender's Agreement in Principle (AIP) secured based on the information gathered during our Fact Find.

It is important that you note that any AIP will be subject to formal underwriting and legal documentation prior to funding being confirmed by the lender.

4. FEES FOR OUR SERVICES AND COMMISSIONS RECEIVED

- 4.1 If, on receipt of our report, you wish to proceed based on the AIP outlined therein, we will require you to sign a Funding Services Agreement (FSA) as a formal and binding agreement to secure the funding you required. We will also require you to pay us a Commitment Fee of £495.00.

This Commitment Fee is in consideration of the appointment to secure funding for the specific requirement set out in our report. For clarity, a separate Commitment Fee is payable for each separate funding requirement that you appoint us to fulfil.

We will not undertake any further work, nor provide you with any formal Lender's AIP nor the name of any proposed lender until such time as we have received both the Commitment Fee and the FSA duly signed by you.

- 4.2 The purpose of the FSA is:
- 4.2.1 that you confirm acceptance of the Terms and Conditions of Business set out in this notice;
 - 4.2.2 that you acknowledge that all funding options have been discussed with the Company to your satisfaction and that you understand the key reasons why we are recommending the suggested funding option;
 - 4.2.3 that you agree that no amendment to the FSA shall take effect unless accepted by us in writing; and
 - 4.2.4 that, pursuant to the Contracts (Rights of Third Parties) Act 1999, no person shall be entitled to enforce the FSA other than the you and the Company.

- 4.3 The Commitment Fee is not refundable unless a formal offer of funding is not forthcoming from a lender in which event the Commitment Fee will be repaid to you less any legitimate and auditable business expenses incurred by the Company while preparing the funding application.

The Commitment Fee will, however, not be repaid to you in the following circumstances:

- 4.3.1 If a formal funding offer cannot ultimately be achieved because of incorrect, incomplete or inaccurate information provided by you to us with regard to the funding requirement. This includes, but is not limited to, advised valuations on any properties or other security offered.
- 4.3.2 If you decide to withdraw from the project for any other reason prior to receipt of a formal funding offer.

- 4.4 In addition to the Commitment Fee, we charge a Broker Fee (also known as a Funding Services Fee) for the successful funding and completion of the requirement. The fee is calculated as 2% of the Gross Funding secured.

Gross Funding being the capital amount lent before deduction of fees and charges by the lender. Where the lender deducts fees and charges before making payment to you, the borrower, the amount you receive will be less than the Gross Funding amount.

- 4.5 It is common for a lender to charge an Arrangement Fee. The Arrangement Fee is payable to the lender and separate from our Broker Fee.

We, or our Case Packager, may receive a Procurement Fee paid by directly to us by the lender. If such a Procurement Fee is to be paid this will be fully disclosed to you and our Broker Fee will be reduced by the amount of said Procurement Fee.

In this way we ensure that our fees are independent of any Procurement Fees offered by lenders.

- 4.6 Should you, within 36 months of signing the FSA, circumvent the Company by approaching any lending institution introduced to you by us (either directly or via another advisor), then the full balance of the Broker Fee becomes payable immediately to the Company.

5. OUR DUTY OF CARE AND POLICY ON TREATING CUSTOMERS FAIRLY

- 5.1 We work under the control of the Financial Conduct Authority (FCA) and is authorized and regulated as detailed in section 1 above.
- 5.2 In dealing with you, our duty of care dictates that the recommendations we make will be based on the best and most appropriate solution for you given the information that you provide to us.
- 5.3 The Company operates an unrestricted panel of lenders. Our duty of care dictates that we examine all appropriate funding options which may be available to you given the circumstances and overall borrowing requirements as presented.
- 5.4 In providing our services and support to you we will normally request 'Fact Finding' information pertaining to your overall financial means, the asset and liability position, the credit status, and the general personal / company profile.
- 5.5 All information provided to us 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 we are registered as detailed in section 8 below.

6. DEBT SERVICEABILITY / VULNERABLE CLIENTS POLICY / CLIENT RISKS

- 6.1 Our duty of care and regulatory obligations dictate that in all engagements with you we should take all possible steps to ensure that the following conditions are met:
- 1) Any product or service that we recommend can be demonstrated to be adequately affordable to you without the risk of financial hardship occurring either at the time of engagement or if circumstances change during the term of the recommended product or service. This is referred to as the 'Debt Serviceability Criteria' and if, in our view, the requested borrowing requirements cannot be adequately afforded this advice will be provided to you.
 - 2) That we take all possible steps to identify any 'Vulnerable Clients'. Therefore, if you, for whatever reason, might not be in a position to fully understand the terms and conditions of any product or service being requested. In such cases we will provide appropriate advice to you.
 - 3) That we will advise you of the associated risks and possible consequences should you not be able to make the regular scheduled payments during the agreed term for any product or service.

7. OUR COMPLAINTS HANDLING POLICY

- 7.1 We work hard to provide a consistently high level of service to all Clients. Should you have a grievance or complaint to make this should be sent in writing by recorded delivery post marked for the attention of the Managing Director at the Company Main Office address as shown above.
- 7.2 In registering a complaint, please include as much detail as possible regarding the specific nature of the grievance to include the names of any of our staff members that you have been dealing with.
- 7.3 All complaints registered with us 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.
- 7.4 Every effort will be made to resolve the complaint or grievance as quickly as possible and to the full satisfaction of the Client.
- 7.5 If you are not satisfied with our actions and attempts to resolve any complaint you should, in the first instance, refer your complaint in writing to White Rose Finance, Selby Business Park, 1 Abbey Court Benedict Drive, Selby YO8 8RY.

8. DATA PROTECTION REGISTRATION

- 8.1 The Company is registered with the Information Commissioners Office for Data Protection Purposes. Register Number: **ZA774864**
- 8.2 More information can be obtained from the Information Commissioners Office web site: <https://www.ico.org.uk>.
- 8.3 A copy of the Data Protection Policy can be found at egopetram-fs.co.uk/wp-content/uploads/2021/01/EgoPetram-FS-Ltd-Data-Protection-Policy-GDPR.pdf.

Please request a copy if necessary.

9. PERIOD OF VALIDITY

- 9.1 These terms and conditions and the client acknowledgements are valid until such time as either party formally terminates the agreement.
- 9.2 Either party may terminate this agreement by giving 7 days notice in writing to the other party.
- 9.3 On termination the fees set out in section 4 above remain chargeable in respect of any work on-going at the point of termination.

10. CLIENT ACKNOWLEDGEMENTS

- 10.1 You agree to act with the utmost good faith in the provision of information to us to enable us to accurately complete the Fact Find or Lending Proposal. In addition, you acknowledge that:
- 10.1.1 You have been advised to seek such independent advice as you consider necessary before signing this Agreement.
 - 10.1.2 You will not withhold any information from us which you knows, or ought to reasonably know, would affect a Lender's view of the Fact Find or Lending Proposal or of you, yourself, yourselves.
 - 10.1.3 You agree to take all reasonable steps and use all reasonable endeavours to comply with and satisfy any condition imposed by a Lender.
- 10.2 You agree to provide all necessary information for us to be able to validate your identity and status as set out in Section 2 above.
- 10.3 You understand that in due course you may be required to pay us a Commitment Fee and a Broker Fee as laid out in Section 4 above.
- 10.4 You understand that we may receive a Procurement Fee from the Lender and that our Broker Fee will be reduced by the amount of such fee as set out in Section 4.3 above.

I have read and accept these terms and conditions and duly make the acknowledgements set out in this section 10.

Signed [on behalf of _____] by:

Client Signature: _____

Client Full Name: _____

Client Address: _____

Date: _____