

Terms of Business

1. Appointment of the Broker

This document sets out how we will deal with you in the provision of services for Credit Broking. Creative Funding Solutions Limited is completely independent and not tied to any one UK lender or part of a network. This enables us to source and structure appropriate finance deals for our clients. Currently we operate from a wide panel of lenders whose particulars will be supplied upon request.

2. Authorisation Statement

Creative Funding Solutions Limited T/A Ambulance Trader, ambulancetrader.co.uk, businessfundingsolutions.co.uk, cab.finance, Creative, fastcar.finance, hardasset.finance, Hire Company Finance, horsebox.finance, Leisure Vehicle Finance, leisurevehiclefinance.co.uk, lorry.finance, motorhome.finance, racingfinance.co.uk, towtruck.finance, towtruckfinance.uk are authorised and regulated by the Financial Conduct Authority for credit broking. 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 or by contacting the FCA on 0800 111 6768. Our Firm Reference Number is 631176. We are permitted to act as a consumer credit broker. Please note: the firm will be acting as a Credit Broker on your behalf and is not a Lender.

2.1 Trade Body: we are members of the NACFB (National Association of Commercial Finance Brokers). We adopt a strict Code of Practice and Minimum Standards set by the Association. You can check our membership status by contacting the NACFB on the web address below.

<https://www.nacfb.org/>

3. Our Services

We offer the following services:

- Arranging finance with a funder for you or your customer after you have agreed the cost of sale price. We have in excess of 60 panel members. We recognise it is important for customers to be able to shop around for credit and alternative sources of credit.
- Quotations. We will quote indicative figures based on our funders' cost of funds, and the target negotiated. We will conduct a fact find so that we are able to tailor the most suitable quotation to meet you or your customer's demands and needs. The funder has the right to change or decline these quotes on receipt of the full proposal. Quotations are valid for 30 days from the date of issue unless otherwise specified. Figures shown are subject to price changes, fluctuations in interest rates or changes in Government legislation. These are outside of our control. The prices notified to your customer by us are broken down to include VAT where appropriate. Finance is subject to status and to persons over 18 years of age only. Underwriting guarantees/indemnities may be required.

- If you or your customer for any reason fails to be cleared for finance we may discuss this with you or them as appropriate prior to applying for funding with a different company. An additional application will mean an additional footprint on the credit file. We will never submit proposals which we believe have a high probability of rejection by the funders concerned.

4. Our Remuneration

Our remuneration is an introductory payment payable by the funder. We do not take credit for payments due until the funding has been paid out. A customer is entitled, at any time, to request information regarding any payment which has been received as a result of placing their finance with a funder.

4.1 If through exceptional circumstances Creative Funding Solutions Limited or any of its Directors or other customers has a material interest in business you or your customer asks to be transacted for you, we will make all parties aware of the conflict of interest and we will obtain consent before proceeding with any instructions.

5. Treating Customers Fairly

We always aim to treat people fairly. This means that we will always endeavour to

- Conduct our business with due skill, care and integrity
- Never put ourselves in a position where our primary duty is compromised
- Deal with any complaint sympathetically and independently of the colleague to whom the complaint is directed
- Be transparent in the matter of our remuneration
- Respect confidentiality

5.1 Any introducer should ensure that:

- Their customer has been advised to seek such independent advice as they may consider necessary before signing any agreement;
- The customer is aware that the Introducer may receive commission from the Broker for the arrangement of any agreement and has no objections to the Introducer receiving this amount.
- Complaints - Please contact the Complaints Officer in writing at Creative Funding Solutions Limited, Unit 3 Amberley Court, Whitworth Road, County Oak Way, Crawley RH11 7XL or via email to director@creativefs.co.uk. Alternatively telephone your account manager on 01293 127377

6. Data Protection and Confidentiality

We are registered with the Information Commissioners Office No: Z1809054 and we will be the data controller in relation to any finance transaction brokered by us. The information we receive is used to provide quotations and arrange finance with a funder. Individuals have the right to cancel their authority to use such information. Before or after entering into any agreement with a funder, to help make credit decisions, the funder will make a credit search with a credit reference agency. If the customer is a company or partnership they will also make enquiries about the principle director(s) or partner(s) with a credit reference agency. Full details of the use and disclosure of information by the funder is contained within the terms and conditions of any agreement which all parties should read before signing.

6.1 Further information is available in our privacy notice, which is available and updated online at www.businessfundingsolutions.co.uk/privacy-notice

6.2 All customers' records are treated as private and confidential and Creative Funding Solutions therefore reserves the right to give customers copies of their particular records rather than allow access to files containing records concerning other customers. Anyone wanting sight of their records should send a request to: Data Controller, Creative Funding Solutions Limited, Unit 3 Amberley Court, Whitworth Road, County Oak Way, Crawley RH11 7XL or via email to director@creativefs.co.uk. Alternatively telephone 01293 127377 and ask for Mike Lowe.

7. Verifications

We are required to verify and customer's identity in accordance with the Proceeds of Crime Act 2002 (POCA) and the Money Laundering Regulations 2007, and to this end introducers must verify their photo ID for likeness upon presentation.

7.1 Where the customer wishes to pay a deposit, no cash amount over £4999 can be accepted and the source of any funds above that amount must be verified at the point of sale.

7.2 If you are aware of any circumstances or facts that could affect you or your customer's application then it is your responsibility to bring these to our attention. We rely on you for the accuracy of statements, information and representations notified verbally or in writing to us by you or your customer, or by any professional advisers representing you or your customer. You therefore agree fully and completely to indemnify Creative Funding Solutions Ltd from the consequences of, or in respect of any loss caused by, inaccuracies or misrepresentations for which you are responsible and on which acting as broker we have relied.

Customer's Right to Reject

8. If for any reason a customer seeks to exercise their right to reject goods supplied by you for whatever reason during the lifetime of an instalment agreement then you must fully and completely indemnify Creative Funding Solutions Limited from the consequences of, or in respect of any loss caused by such a rejection whether or not asserted or established in the particular case in a Court of law, providing that Creative Funding Solutions Limited can prove that they have suffered such a loss, and that loss not to exceed the amount of the full cost price of the vehicle initially agreed between the parties to the Instalment Agreement and commission attached thereto, plus recovery expenses.