

# Best4Loans.com Business Terms & Conditions

1. These terms and conditions explain our services to You as our client and your Obligations to us F.I.S Holdings Limited trading as Best4Loans.com, registered Number 3930184. You should expect them to take precedence over any other documents, Conversations or course of dealings and represent the understanding between You and Us. Ordinarily they need to be varied with our written agreement signed by a director. You need to read these terms carefully since they apply as soon as we send them or make them available to you on our website Best4Loans.com. We cannot accept responsibility for You failing to read them.

## Services

2. We provide a variety of services by phone, internet, mail and other means. These may include acting as a loan and finance broker; introducer to debt and property possession adjusters/advisers, utility switching agents, compensation advisers, prepayment card and bank account providers, pay day loan lenders, debt management companies, insolvency practitioners, bankruptcy specialists, equity release arrangers and credit reference advisers. We are not responsible for tax or legal advice regarding the services and You must rely on your own expert advisers in those fields. By asking Us to provide You with services You authorise Us and any associate companies to act on Your behalf.

3. When You ask Us, orally or in writing, to provide You with a service, You agree to abide by these terms. We acknowledge your instructions expressly or by acting upon them. You can only withdraw or vary your instructions with our consent. We treat You as our Client. We accept no liability or obligation to any third party whether or not You may be acting as their agent, fiduciary or intermediary. Even if You disclose their identity to Us and You are acting in such a capacity, your obligations to Us remain unaffected. We are entitled to act on any oral or written instructions We receive from You or anyone We believe is authorised by You to give them.

## Restrictions

4. Our services are subject to restrictions laid down by law and regulations or imposed by market conditions. You authorise us to do anything We consider appropriate to provide our services and comply with applicable laws and regulations.

5. When acting as a loan or finance broker we seek to get a lender or financier to offer You a loan or finance solution that is in our opinion suited to your needs. This solution can include a debt management plan or an IVA to help reduce your monthly credit repayments to an affordable level. Entering one of these management plans is taken as your acceptance of our fulfillment of our brokerage services and confirmation that we have brokered you into a satisfactory financial product.

6. We do not give or guarantee loans or finance. The lenders or financiers decide whether to approve loan or finance applications, how much to lend or finance, at what interest rate, on which terms and on what evidence of ability to repay. Where We give examples they are only illustrations. We do not warrant that examples are the actual rates and amounts because the lenders or financiers decide whether to give approval for any loan or finance and on what terms and what APR according to your specific circumstances.

## Communication

7. Unless You inform Us differently, You agree to Us using telephone, email, SMS, fax and/or post to contact You to discuss products and services without having first been expressly invited to do so. This will override any registrations You may have with any preference services. To communicate in writing We may use the last postal address You give Us. Please note that to improve our service we can and may monitor and record any telephone conversations with You for security, training and evidential purposes.

## Checks

8. In trying to get You a loan or finance, make decisions about You, manage your accounts, utilities, premiums, debts or provide any other services, We or associate companies (including lenders and financiers) may use credit scoring or other automated systems to assess your application, make decisions and verify your identity. These systems include searching your records with credit reference agencies, employers, fraud and money laundering prevention agencies and the electoral register as well as providing them with information. These agencies can add your details to their records for other organisations to do searches. Where there are joint clients, both records are processed by the agencies and a link between You can be created.

9. To help our fraud prevention and data protection strategy, You agree to Us and our associate companies, credit reference agencies and selected third parties processing and using personal data (whether provided electronically, in writing or orally) You give Us. You agree to Us using the data to advise You of other products and services unless You notify Us to the contrary. The information You give Us must be true and accurate. You warrant and undertake to comply with

legal and regulatory disclosure requirements so that We can comply with our obligations. If You provide Us with false or inaccurate information and/or we suspect fraud We may notify agencies which would have a detrimental impact on your credit records. In the event that You provide Us with inaccurate or misleading information, We reserve the right to reclaim any losses incurred by Us in performing the service to You.

10. If You authorise anyone else to give Us instructions, any action We take on their instructions will be binding on You. If there are joint applicants each has authority to deal with Us for the other. Notice to one is notice to both. We can require joint instructions. If instructions from different joint applicants are inconsistent, We can choose to take no action until We receive satisfactory instructions. To withdraw any authority You must notify Us in writing.

## Fees

11. We charge a fee for providing our services. We specify the fee as part of our communications with You. If We provide You with no services other than acting as a loan or finance broker and You do not effect a loan or debt related solution offered by a lender or finance related company within the 10 weeks We act for You, We will refund the fee less the £5 brokerage fee provided for by the Consumer Credit Act 1974. Refunds must be requested in writing to avoid refunds being sent to a wrong or previous address. To facilitate Us processing payments and post dated payments You authorise Us to retain your charge, credit or debit card details.

12. If we provide services other than acting as a loan or finance broker we shall be entitled to charge a fee for those services. If we introduce you to a lender or financial company that provides you with a loan or finance related product in addition to the fee you pay us we may also receive a variable commission from the lender or finance company (more detail is available on request) and You agree We may retain it.

If after we enter into this agreement you commission us to perform another service for you for which we usually charge a fee for such as our Credit Research service then you agree to be bound by the terms and conditions of that additional service. You also agree that in some cases the initial fee you paid less the £5 brokerage fee may be transferred over to cover the costs of this additional service. This may affect your rights to a refund.

13. Under Financial Services (Distance Marketing) Regulations 2004 you have a right to cancel your application within 14 days of receiving these terms and conditions and receive a refund. If You wish to cancel your application, You must write to Best4Loans.com notifying us. In this event We will refund your fee within 14 days of the date on which You write to Us to cancel your application. Any such requests should be made to: Customer Service Department, Best4Loans.com, Third Floor, Dale House, Stockport, SK1 1TB.

## Exclusions

14. We shall not in any circumstances be liable for any breach of obligation or decision not to lend to You by any lender, financier, bank, counterparty, intermediary or other third party with whom You do business. You will solely be liable for any direct and indirect losses You suffer in the event of a failure of us being unable to obtain a satisfactory loan offer for you. We will incur no liability for any loss arising from non performance by Us regardless if You provided us with inaccurate information. We cannot take any responsibility for any additional credit searches you may incur as a result of Us passing your application to lenders or any of the effects these additional searches may have on your credit score.

15. In the event that any of these terms (each of which is severable) is for any reason illegal, invalid or unenforceable, such provision is to be deemed modified sufficiently to render it enforceable, legal and valid and of similar effect as We intended. Apart from provisions expressly covering associate companies, nothing in these terms is enforceable by anyone who is not a party to them.

## Marketing and Market Research

We may contact You about services or products offered by Us or other companies We approve which We believe You may be interested in or to carry out market research about our services or products or those of other companies. We may also pass on information to other companies approved by Us so that they may contact You about services or products which they believe You may be interested in. Contact for these purposes may be by post, email, SMS or by other means. This will override any registrations You may have with any preference services. To determine which services or products You might be interested in, You agree that We may analyse information about You and your conduct including your payment record.