



Initial Disclosure Documents Pack

Impact House, 24 Carfax, Horsham, West Sussex, RH12 1EB
01403 27 26 25

Email: info@impactsf.co.uk

Web: www.impactsf.co.uk

Tel: 01403 27 26 25

Email: info@impactsf.co.uk

Address: Impact House, 24 Carfax,
Horsham, West Sussex RH12 1EB

Web: www.impactsf.co.uk



About Our Services and Fees

This document forms part of our agreement with you. For your own benefit and protection, you should read About Our Services and Fees carefully before signing our Client Agreement. If you do not understand any point please ask for further information.

1. Whose Products Do We Offer

Insurances

- We give advice in relation to contracts of insurance on the basis of an unlimited analysis of the market.
- We give advice in relation to contracts of insurance from a limited number of insurers. We will advise and make a recommendation after we have assessed your needs for non-investment pure protection, personal general household and commercial general insurance contracts. We can provide the list of the insurers we offer insurance from upon request.
- We give advice in relation to contracts of insurance from a single insurer.

Home Finance Products

- We give advice in regulated mortgage contracts from the whole market.
- We give advice in regulated mortgage contracts from a limited number of companies. A list of lenders we do not use is available upon request.
- We give advice in regulated mortgage contracts from a single lender.
- We give advice in consumer buy to let mortgage contracts.
- We give advice in business buy to let mortgage contracts.
- We do not give advice in deals that you can only obtain by going direct to a lender.

2. What Will You Pay Use For Our Services

Insurances

- A fee.
- No fee. We will receive commission from the insurance company selected for life assurance & non-investment insurance.

1. Where the chosen provider pays us commission for introducing you to them for life assurance or non-investment insurance, we will tell you the amount we will receive which may be a percentage of the total annual premium or a flat fee.
2. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

Impact Specialist Finance is a trading style of Impact Money Group Ltd. Impact Money Group Ltd is a Limited Company registered in England and Wales. Company No: 04582045. Registered Address: Fairwinds, Lyons Road, Slinfold, West Sussex, RH13 0RY. Impact Money Group Ltd is authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 810314

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Home Finance Products

- No fee. We will be paid by commission from the lender.
 - A fee of £199.00 payable immediately on Application and £375.00 on receipt of a Mortgage Offer. In the case of Bridging Finance, a fee of £395.00 is payable immediately on Application. We will also be paid by commission from the Lender.
3. Where the chosen lender pays us commission for introducing you to them for the mortgage, we will tell you the amount we will receive.
4. You will receive a key facts illustration when considering a particular mortgage or home purchase plan, which will tell you about any fees relating to it.

Refund of Fees

5. If we charge you a fee and your mortgage does not go ahead, you will receive:
- A full refund
 - A partial refund of the total fee payable for all of our services.
 - No refund.

Indemnity

6. If a fee for our services is to be deducted or a commission paid from a recommended product, should the product not proceed or be cancelled, and this results in the non-payment of the fee or commission, the amount outstanding will be payable by you directly.

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Client Agreement

This client agreement is issued on behalf of Impact Money Group Ltd trading as Impact Specialist Finance, 24 Carfax, Horsham West Sussex, RH12 1EB. Whose contact details are: Telephone: 01403 27 26 25 Email: info@impacst.co.uk

This Client Agreement is signed on: Between:

Impact Money Group Ltd, Impact House, 24 Carfax, Horsham, West Sussex, RH12 1EB (the Firm)

And
..... (the Client(s))

1. Introduction

1.1 This agreement sets out the general conditions under which the firm's services are to be provided to the client, including details of the specific services required and the firm's charges for these services. This agreement must be read in conjunction with the firm's Terms and Conditions and About Our Services and Fees documents.

2. Obligations

2.1 The client agrees to provide the firm with full and frank details about their personal, financial and other circumstances including knowledge and experience, risk appetite, ability to tolerate losses, capacity to accept losses and the client's aims and objectives in respect of any financial needs. The client has the legal capacity to enter into this agreement.

2.2 The firm confirms that it has the necessary delegated regulatory permissions to provide advice and services in those areas disclosed in the firm's About Our Services and Fees document.

2.3 The client has agreed to appoint the firm as their agent.

2.4 The firm has agreed to act as the agent for the client in relation to the services agreed at clause 3 below.

2.5 Unless otherwise confirmed in writing, the firm agrees to treat the client as a Retail Client.

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3. Service

3.1 The firm agrees to conduct an analysis of the personal information provided by the client at the time of entering into this agreement and determine, based upon this information, that all existing arrangements held in the name of the client are still suitable and, in the client's best interest or not, and report to the client details of this analysis.

3.2 permission of the firm, and make personal recommendations in these areas or in those specific area/s as directed by the client set out here:

4. Payment

4.1 The client has agreed to pay the firm for the firm's service to the amount of: £199.00 payable immediately on Application and £375.00 on receipt of a Mortgage Offer. In the case of Bridging Finance & Commercial Mortgages a fee of £395.00 is payable immediately on Application. In the case of Equity Release a fee of £395.00 payable in respect of our advice service and a further consultancy fee of £395.00 which becomes due on receipt of a Mortgage Offer.

4.2 The Firm may also be paid by commission from the Lender or Product provider. The amount will be advised to you.

4.3 Payments for services must be made within 30 days of a valid invoice to the client by the firm.

4.4 Payments for services will be made to the firm and not to a named individual.

5. Cessation of The Agreement

5.1 The client agrees to settle in full any outstanding payments due to the firm at the time of the termination of this agreement. The firm agrees to provide the client with full details of all incomplete transactions at the time of the termination of the agreement, to assist the client in achieving completion of these.

6. Marketing

6.1 The firm will not use the client's personal details for the purpose of marketing other services and products offered by the firm, unless the client has recorded and expressed willingness and consent to receive such marketing by ticking the relevant boxes below:

- Email
- SMS/Text Message
- Post
- Phone

Tel: 01403 27 26 25
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7. Declaration

7.1 This document is our standard Client Agreement upon which we intend to rely. For your own benefit and protection, you should read this agreement carefully. If you do not understand any point please ask for further information and explanation before signing this agreement.

Signature for Firm

Signature for Client(s)

Tel: 01403 27 26 25
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Important Please Read

Impact is a professional mortgage consultancy that can advise clients on their mortgages after completing an interview process to assess individual demands and needs. Impact charges a fee for its services which will be shown in the Initial Disclosure Documentation duly provided by the qualified Impact adviser. This agreement sets out the terms of the fee which is payable once Impact has successfully sourced a potential lender and obtained a mortgage offer for you. If Impact does not obtain a mortgage offer for you that part of the fee is refundable/not payable. In order for Impact to process your application without any delay, this Application Fee Agreement must be signed by you and returned to Impact immediately. Impact is unable to process your application further until it has received this document. The Fee Agreement should be read in conjunction with any Key Features Illustration (KFI), Client Agreement, Terms and Condition documentation provided to you by the advisor.

Application & Consultancy Fee Agreement

Between Impact Specialist Finance of 24 Carfax, Horsham, West Sussex, RH12 1EB
And

..... (the Clients)

This agreement issued on the date stated below is made in respect of mortgages/re-mortgages/commercial mortgages/secured second charges as packaged by Impact for the above-named Clients as detailed herein.

1. It is understood that upon submission of a formal mortgage application, following receipt of a lending assessment, an application fee will be payable. Currently £199.00 (one hundred and ninety-nine pounds)
2. The agreed fee on receipt of a mortgage offer will be £375.00 (three hundred and seventy-five pounds)
3. I authorise Impact to collect the fees, when due. This may include other fees which you will be made aware of. For example, if a Valuation fee is payable.
4. In the event that the fee due is not paid, for whatever reason, this agreement incorporates an irrevocable authority to my/our solicitors:

Messrs:

Of (address):

To pay the fees as stated above to the order of Impact Specialist Finance as witnessed by the signatures below.

5. This agreement shall be governed by English Law.

Declaration

I/We have read the above and understand and agree to the Fee Agreement as presented. I/We understand that this Fee Agreement does not affect my/our statutory rights.

Signed	Signed
Print Name	Print Name
Date	Date

Signed on behalf of Impact Date

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

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Terms and Conditions

Authorisation and Regulation

1. Impact Money Group Ltd (Impact) is authorised and regulated by the Financial Conduct Authority, our firm registration number is **810314**.

The address of the Financial Conduct Authority is:

12 Endeavour Square

London

E20 1JN

2. Impact's permitted business is advising, arranging (bringing about) transactions in home purchase plans, home reversion plans, regulated mortgages, consumer buy to lets, business buy to lets and non-investment insurances.

3. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Communications

4. We will communicate with you through a number of mediums including post, telephone and email. Where we verbally agree any course of action with you, we will confirm your instruction back to you in writing before executing a transaction.

Language

5. We will communicate with you in English.

Conflicts of Interest

6. We will always act honestly, fairly and professionally when conducting business with you.

7. We will make you aware of the existence of any conflict of interest that we are aware of, which arises between the work we are doing for you and any of our other clients or ourselves and obtain your consent to continue before we carry out your instructions.

8. We will take all reasonable steps to prevent conflicts of interest and to ensure your fair treatment where one does arise. A copy of our conflict of interest policy is available upon request.

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Compensation Information

9. We meet the requirements of the FCA rules regarding financial resources, including provisions regarding holding and maintaining appropriate professional indemnity insurance.

10. We are also covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. The value of this compensation depends on the type of business and the circumstances of the claim, as follows:

Insurances - Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising, and arranging is covered for 100% of the claim, without any upper limit.

Home Finance - Mortgages, Home Purchase Plans and Equity Release advising and arranging is covered up to a maximum limit of £50,000.

Deposits - Deposits made by private individuals and small businesses to any authorised firms (retail deposits), are covered up to £85,000 per person, per authorised institution.

11. Further information about compensation scheme arrangements is available from the FSCS.

Client Money

12. We do not have the authority to hold client money and do not operate a client account for the receipt and payment of client money in respect of investment transactions. All client money should be paid to the product provider concerned.

Other Benefits

13. From time to time we may receive other benefits from institutions that we introduce a customer to. These other benefits can be in the form of monetary or non-monetary benefits and are intended to enhance the service we can provide to our clients. We agree to provide you with details of any monetary or non-monetary benefit received in relation to any transaction completed for you upon request.

Disputes Resolution

14. If you wish to register a complaint please contact us, or alternatively you may contact:

In Writing – The Compliance Department, Impact Specialist Finance, 24 Carfax, Horsham, West Sussex, RH12 1EB

By Phone – 01403 27 26 25

By Email – dale@impactsf.co.uk

Further details of how we handle complaints are available on request.

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15. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Their contact details are:

In Writing – The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By Phone – 0800 023 4567

By Email – complaint.info@financial-ombudsman.org.uk

Transfer of Rights and Obligations

16. It is agreed by both parties that the rights and obligations contained within this agreement can be transferred to our successors or another regulated firm where, (for whatever reason), we are prevented from exercising our rights and obligations with you under this agreement. We will inform you in writing of any proposed enactment of this clause.

Law and Jurisdiction

17. You agree that this agreement shall be governed and shall be construed in accordance with English Law, and that the parties shall submit to the exclusive jurisdiction of the English Courts in the event that any dispute cannot be settled under the Disputes Resolution term.

This document forms part of our agreement with you. For your own benefit and protection, you should read these terms and conditions carefully before signing our client agreement. If you do not understand any point please ask for further information.

PRIVACY NOTICE

This is the privacy notice of Impact Money Group Ltd trading as Impact Specialist Finance (ISF). In this document, “we”, “our”, or “us” refer to Impact Money Group Ltd or our trading style ‘Impact Specialist Finance’.

A member of the Impact Money group of companies. Impact House, 24 Carfax, Horsham, West Sussex, RH12 1EB. Registered in England No: 04582045. Registered Office: Fairwinds, Lyons Road, Slinfold, West Sussex RH13 0RY

Introduction

1. This is a notice to inform you of our policy about information that we record about you. It sets out the conditions under which we may process any information that we collect from, or that you provide to us. It covers information that could identify you (“personal information”) and information that could not. In the context of the law and this notice, “process” means collect, store, transfer, use or otherwise at on information
2. If there are one or more points below which you do not agree with, are unsure about, you should advise us immediately and we can provide an explanation as appropriate. (You will then be able to decide on your next steps).

Impact Specialist Finance undertakes to meet its obligations under the Data Protection Act, the Privacy and Electronic Communications Regulations and the EU General Data Protection Regulation (GDPR).

Who Will Process Your Personal Information?

Your personal information will be initially processed by IMG Ltd, who will process your personal data in accordance with this privacy policy.

Why Is Your Personal Information Required?

Your personal information is required to enable us to take necessary steps at your request prior to entering into a contract and to perform such a contract. This may include reviewing assets and liabilities, bank account validation, identity and age verification checks, credit checks, preventing and detecting fraud, money laundering or other crimes and any other requirements in accordance with rules set out by the Financial Conduct Authority (FCA) or applicable legislation.

What Happens If We Want to Process Your Information for Other Reasons?

Though there are some legal exceptions, if we wish to process your personal data for any other unrelated purpose than those, we have informed you about we will notify you.

What Are the Consequences If You Do Not Provide Your Personal Information?

Your Personal Data is essential to enable us to take steps at your request prior to entering into a contract or to perform a contract to which you are party. Without this information we will not be able to proceed to provide any financial service.

What Makes the Processing Lawful?

Because the processing is necessary:

- For the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract;
- For compliance with a legal obligation to which we are subject;
- For the performance of a task carried out in the public interest;
- For the purpose of the legitimate interests pursued by us.

Keeping Your Information Up to Date

We will record your information exactly as you provide it. You may ask us to update it at any time and we will action your request promptly and where possible notify relevant third parties of any changes.

What About Sensitive Personal Data?

Unless we are processing because it is necessary for reasons of substantial public interest, we will only process sensitive personal data, such as data concerning health, with your explicit and informed consent for specific processing activities. In such cases you will be asked to sign a separate consent form to evidence this and that you understand the purpose(s) of the processing of such data. Your consent may be withdrawn at any time.

How Will We Further Use Your Personal Information (Our Legitimate Interests)?

- To contact you to ensure that our records of your personal information are correct;
- To respond to questions or complaints you have about our services;
- To update you with changes in our terms;
- For statistical or research analysis relating to the performance of our business and understanding the changing needs of our clients.
- To review, improve and develop services we offer or handle complaints;
- To pursue debts or unpaid fees;
- To evidence company practices;
- To evidence the standards and processes carried out conform to the company's ethical standards and expectations;
- For direct marketing activities;
- To protect the business from risks which might be introduced by an individual.

You have the right to object to process for these purposes and we shall cease unless we can show we have compelling legitimate grounds to continue.

Processing When Performing A Task Carried Out in The Public Interest

We will use the information provide to protect members of the public against dishonesty, money laundering or fraudulent activities. This must necessarily be carried out without your explicit consent to ensure this function is not prejudiced. Part of this processing involves verifying your identity using third parties such as GB Group PLC or CreditSafe Business Solutions Ltd.

What Information Is Required?

We only collect information that is necessary to carry out the purposes listed above. This includes information you supply and data we receive from reference agencies. Where practical and lawful we will inform you about any personal data we receive about you from third parties that you may be unaware of.

How Secure Will Your Data Be?

We will ensure that your data is only accessible to authorised people in our firm and will remain confidential at all times. Appropriate security measures will be in place to prevent unauthorised access, alteration, disclosure, loss, damage or destruction of your information. If we have a contract with another organisation to provide us with services or a service on our behalf to process your personal information, we'll make sure they give reassurances regarding appropriate security measures in place and only process your information in the way we've authorised them to. These organisations won't be entitled to use your personal information for their own purposes. If necessary, our security team will check them to make sure they meet the security requirements we've set.

Will We Share Your Information with Anyone Else?

We may share your information with:

- Appropriate staff such as those who carry out financial or compliance functions;
- Organisations that need your information because we are required to provide it by law (e.g. the FCA, Ombudsman Services, HMRC etc.
- Organisations that carry out credit references or identity checks such as GB Group PLC or CreditSafe Business Solutions Ltd. These organisations may keep a record of the information and may disclose the fact that a search of its record was made to its other customers for the purposes of assessing the risk of giving credit, to prevent fraud and to trace debtors.
- Sometimes other authorised firms with specialists, who assist us in providing suitable financial advice and services. You will be provided with their details if this applies.

- Law enforcement agencies, courts or other public authorities if we have to, or are authorised to by law.
- Product providers we use to provide financial services or for direct marketing (see below).
- Where we go through a business transaction, such as a merger, being acquired by another company or selling a portion of its assets, your information will, in most instances, be part of the assets transferred.

Transferring Data Outside the European Union?

We do not usually transfer any of your personal data outside of the EU except when we need to perform precontractual measures (credit and identity checks) or because the checks we request are necessary for important reasons of public interest. Some companies, like CreditSafe Business Solutions Ltd, may transfer data outside of the EU to countries which do not, in the view of the EU Commission, offer an adequate level of protection. In such cases CreditSafe encrypts any data it sends to other agencies and only transfers information necessary to carry out checks.
(A list of countries used to perform checks include Germany,

What About Direct Marketing?

We will use the information provided now and, in the future, to carry out direct marketing activities as these are legitimate interests pursued by us. Sometimes this includes, with your consent sharing data with product providers for their marketing activities. You can choose which method you'd prefer to us to use to contact you (by email, telephone, SMS or post) and **you have the right to object at any time** to the use of your personal data for this purpose and we will cease marketing activity.

Automated Decision-making Processes?

We sometimes use automated processes when making decisions, but you will not be subject to a decision based solely on automated processing, including profiling.

Telephone Call Recording

In line with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 we may record incoming or outgoing telephone conversations for the following purposes:

- Establish facts and evidence based on business transactions;
- Ensuring compliance with regulatory or self-regulatory practices;
- Ascertaining and demonstrating that standards are being met;
- Preventing and detecting crime;
- Investigating or detecting that unauthorised use of that or any other telecommunications system;
- Safeguarding the effective operation of the telecommunications system.

How Long Will We Keep Your Information For?

The Financial Conduct Authority (FCA) lays down rules relating to how long information should be held for and we will keep your information to meet those requirements. We will not keep your information for longer than is necessary.

Requesting A Copy of The Information We Hold

You may at any time ask for a copy of the information we hold about you – it is your legal right. We will provide you with a copy of any non-exempt personal information within one month unless we ask you for an extension of time. To protect your personal data, we will ask you to verify your identity before we release any information. We may refuse your request if we are unable to confirm your identity.

Important Rights

You have the right, on grounds relating to your situation, at any time to object to processing which is carried out as part of our legitimate interests or in the performance of a task carried out in the public interest. We will no longer process your data unless we can demonstrate there are compelling legitimate grounds which override your rights and freedoms or unless processing is necessary for the establishment, exercise or defence of legal claims.

You have the right to object at any time to processing your personal data for marketing purposes. In such a case we must stop processing for this purpose.

What Are Your Other Legal Rights?

In addition to the rights above you have the additional following rights:

- Where you have given consent, you have the right to withdraw previous consent to processing your data at any time;
- You have the right to request from us access to and rectification or erasure of personal data or restriction of processing concerning your data;
- You have the right to receive data you have provided to us in a structured, commonly used and machine-readable format;
- You have the right to lodge a complaint with the regulator (see below).

To exercise any of these rights please contact us (details below).

Tel: 01403 27 26 25
Email: info@impactsf.co.uk
Address: Impact House, 24 Carfax,
Horsham, West Sussex RH12 1EB



How to Contact Our Data Protection Officer

You can contact our data privacy officer/data protection officer* about any data protection or marketing issues by:

- **Writing to:** The Data Protection, 24 Carfax, Horsham, West Sussex, RH12 1EB
- **Telephoning:** 01403 27 26 25
- **Emailing:** GDPR@atomltd.co.uk

How Do You Make A Complaint to The Regulator

- **By writing to:** Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- **By telephoning:** 0303 123 1113
- **By emailing:** casework@ico.org.uk
- **By using their website:** <https://ico.org.uk/for-organisations/report-a-breach>