

Client Agreement & Terms of Business

This client agreement is issued on behalf of **impact specialist finance**, 20 Barttelot Road, Horsham, West Sussex RH12 1DQ. In this document “we”, “our”, or “us” refer to **impact specialist finance** or our trading style ‘**impact sf**’

impact specialist finance is a member of the **impact money group** of companies registered in England No: 04582045. Registered Office: Littlehaven House, 24-26 Littlehaven Lane, Horsham RH12 4HT. Errors and omission excepted.

1. Introduction

- This agreement sets out the general conditions under which our services are provided to you, including details of the specific services required and our charges for these services.

2. Obligations

- You, the client/s, agree to provide **impact sf** with full and frank details about your personal, financial, and other circumstances including knowledge and experience, risk appetite, ability to tolerate losses, capacity to accept losses and your aims and objectives in respect of any financial needs. You confirm having the legal capacity to enter into this agreement.
- **Impact sf** confirms that it has the necessary delegated regulatory permissions to provide advice and services in those areas disclosed in the “About Our Services and Fees” section of this document as below.
- You agree to appoint **impact sf** as their agent.
- **Impact sf** has agreed to act as the agent for you in relation to the services as stated below.
- Unless otherwise confirmed in writing, **impact sf** agrees to treat you as a “Retail Client”.

About Our Services and Fees

3. About Impact Specialist Finance

- We are authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services.
- Our FCA registration number is **810314**
- Our permitted businesses are:
 - advising and arranging regulated mortgages
 - advising and arranging consumer buy to let mortgages
 - advising and arranging business buy to let mortgages
 - advising and arranging home reversion plans
 - advising and arranging non-investment insurances
- You can check this on the Financial Services Register by visiting the FCA’s website <https://register.fca.org.uk/>

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

4. Our Service

- We will conduct an analysis of your personal information provided and/or obtained at the time of entering into this agreement and determine based on this information, that all existing arrangements divulged and held in your name(s) are still suitable and in your best interest or not, and report to you the details of this analysis.
- We will provide advice, conduct a holistic analysis of all areas of your financial plans falling within our regulated permissions and make a personal recommendation in these areas as directed by you.

5. Home Finance Products We Offer

Home Finance, Consumer Buy to Let & Business Buy to Let Mortgage Products

- We provide advice on regulated mortgage contracts from across the whole of the market.

Bridging Finance, Development Finance and Commercial Mortgage Products

- We provide advice on mortgage products from across the whole of the market.

Non-Investment Insurance Products

- We may share your details with our 3rd Party, specialist, protection partner, Caspian Insurance Services. This will be after we have reviewed your possible needs for non-investment pure protection, personal general household, and commercial general insurance contracts. You permit us to share your, relevant, information as necessary. Please let us know if you would like to opt out of this service.

6. What will you pay for Our Services?

Home Finance, Consumer Buy to Let and Business Buy to Let Mortgage Products

- A fee of £199.00 payable immediately on receipt of your application.
- We will charge a further £375.00 fee on receipt of your "Mortgage Offer" from the lender.
- We may also be paid by commission from the Lender or Product provider.

Bridging Finance, Development Finance and Commercial Mortgage Products

- We charge a £395.00 fee after we have obtained a "decision in principle" and subsequently received your application.
- We may also be paid by commission from the Lender or Product provider.

Lifetime Mortgage & Home Reversion Plan Products

- We charge a £395.00 fee after we have obtained a "decision in principle", and subsequently received your application.
- We will charge a further £395 on receipt of your "Mortgage Offer" from the lender.
- We may also be paid by commission from the Lender or Product provider.

You will receive a "Key Facts Illustration" (KFI) or European Standardised Information Sheet (ESIS) when considering

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a mortgage, loan, or home reversion plan, which will tell you about any fees or commission relating to it.

Non-Investment Insurance Products

(When your details are shared with our designated 3rd Party protection Partner, Caspian Insurance Services).

- We do not charge a fee for this service.
- Where the chosen end provider pays commission to Caspian Insurance Services for life assurance, general insurance, or non-investment insurance, then Caspian Insurance Services will tell you the amount they will receive, which may be a percentage of the total annual premiums, or a flat fee.
- You will receive a quotation (provided by Caspian Insurance Services) which will tell you about any other fees relating to a particular insurance policy.
- Impact specialist finance limited may receive a share of any commission paid to the 3rd party partner (Caspian Insurance Services).

Payments for our services must be made within 30 days of a valid invoice being issued by us, to you.

Payments for services should be made to **impact sf (impact specialist finance)** and not to a named individual.

7. Refund of Fees

- If we have charged you a fee for our services and your mortgage does not go ahead, you will receive NO refund.

8. Indemnity

- If a fee for our services is to be deducted from, 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 directly by you.

Terms and Conditions

9. Service

- For the purposes of providing advice the firm agrees to conduct an analysis of the personal information provided by, and obtained, from you, the client, at the time of entering into this agreement. We will determine, based upon this information, that existing mortgage arrangements, held in the name of the client/s are still deemed suitable.
- Advice will be provided after assessing your needs. A fact-finding process will be used to gather the necessary information to provide our service and comply with Regulatory requirements.

10. Identity

- You agree to us obtaining verification of your identity in line with the requirements of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We will require you to provide verification of your identity before we are able to complete any transaction for you.

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11. Data Protection

- You agree that we can maintain and retain an accurate record of all dealings with you for such periods of time as required by the FCA client record keeping rules.
- The organisations Privacy policy will have been provided to you separately

12. Data Protection

If you wish to register a complaint, please contact us:

- **In writing:** Complaints Department, impact HO, 20 Barttelot Road, Horsham, West Sussex RH12 1DQ
- **By telephone:** 01403 272625
- **By email:** vic@impactsf.co.uk

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

If your complaint with us is not satisfactorily resolved, you can refer it to the Financial Ombudsman Service. Their contact details are:

- **In writing:** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- **By telephone:** 0800 023 4567
- **By email:** complaint.info@financial-ombudsman.org.uk

13. Financial Services Compensation Scheme (FSCS)

- We meet the requirements of the FCA rules regarding financial resources, including provisions regarding holding and maintaining appropriate professional indemnity insurance.
- We are covered by the 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:
- **Home Finance Products:** Mortgages, Home Reversion Plans and Lifetime Mortgages advising, and arranging is covered up to a maximum limit of £85,000.
- Further information about compensation scheme arrangements is available from the FSCS.
- You should be aware that different legal and regulatory regimes may apply between UK and Non-UK Institutions and jurisdictions. Your ability to enforce your legal rights or to seek compensation may also vary. You may also have other Legal and Regulatory obligations for which you should take independent advice.

14. Client Money

- We do not have the authority to hold client money and do not operate a client account for the receipt or payment of client money. All client money should be paid to the product provider concerned.

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15. Other Benefits

- 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.

16. Transfer of Rights and Obligations

- It is agreed by you and **impact** that the rights and obligations 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.

17. Conflicts of Interest

- We will always act honestly, fairly, and professionally when conducting business with you.
- 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.
- 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 conflicts of interest policy is available on request.

18. Communication

- During the course of our service to you, we will communicate through a number of mediums including post, telephone, SMS and email.
- We will communicate with you in English.

19. Marketing

- We will not use your personal details for the purposes of marketing other services and products offered by us, unless you have provided your express consent for us to do so.

Please indicate which methods you consent to receive such marketing material.

We agree for **impact sf** to contact us with marketing material via the following channels.

Email SMS Post Phone

20. Cessation of this Agreement

- You agree to settle in full any outstanding payments due to **impact sf** at the time of termination of this agreement.
- We agree to provide full details of all incomplete transactions at the time of termination of this agreement.

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21. Restrictions, Law, and Jurisdiction

- Not all products that we offer are regulated by the FCA, where a product does fall under regulation, we will inform you of this.
- 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 Complaints clause.

22. Collection of Fees

- Where we are charging you a fee, once this fee is due, we will provide by email, a personalised link via our payment provider "WorldPay". You hereby agree to pay for our services as outlined in this agreement.
- This link constitutes a valid invoice.

23. Declaration

- I/We understand and agree to the terms and conditions and acknowledge the information outlined in this document. I/We wish to proceed with instructing **impact sf**, to assist my/our mortgage.
- I/We understand that when **impact sf** approaches a lender on my/our behalf for an application or decision in principle that the lender may undertake a credit search. I/We agree that the credit search will be performed to determine my/our credit worthiness for any loan and that the details of this search will form a permanent part of my/our credit record. I/We also understand that repeated searches of this nature can have an adverse effect on my/our credit record.
- I/We agree to the sharing of my/our details with Caspian Insurance Services, where a possible need for non-investment insurance, general insurance or life assurance is identified.
- I/We accept that **impact sf** can only provide advice using the information that has been obtained, provided, and disclosed.
- If for any reason the fee(s) are not paid before completion of the loan, I/We give my/our irrevocable authority for my/our solicitor to deduct that fee from the completion funds and forward this on to **impact sf**.
- I/We understand as part of the underwriting process, the mortgage or loan provider and/or **impact sf** may need to contact third party institutions such as my/our current or previous employers, mortgage providers, accountants, banks, and the Inland Revenue to confirm the completeness and accuracy of any information supplied in relation to my/our mortgage or loan application. I/We understand and authorise such enquiries.

**For your own benefit and protection, you should read this entire document carefully before signing.
 If you do not understand any point, please ask for further information.**

Client Name	Signature	Date

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Privacy Notice

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Introduction

1. This is a notice to inform you of our policy about information we record about you. It sets out the conditions under which we may process any information 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 act 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.

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).

1. Who Will Process Your Personal Information?

Your personal data will be processed by **impact specialist finance**, in accordance with this privacy policy.

2. Why Is Your Personal Information Required?

Your personal data is required to enable us to take necessary steps 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.

3. 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 contact you as appropriate.

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

Your Personal Data is essential in enabling us to take steps on your behalf prior to entering into a contract or to perform a contract to which you are party. Without this data we will not be able to proceed to provide any financial service.

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5. 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 (and on your behalf) prior to entering into a contract;
- For compliance with legal obligations 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.

6. 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.

7. 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, 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.

8. 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, have offered or in handling 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 marketing activities where permissions provided;
- 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.

9. Processing When Performing A Task Carried Out in The Public Interest

We will use the information provided, 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 Professional Office Ltd (Sanction Search) or Nivo Solutions Ltd.

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10. 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.

11. 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 IT team, in association with our Compliance team, will check them to make sure they satisfy the security requirements we've set.

12. 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).
- Organisations that carry out credit references or identity checks such as Professional Office Ltd (Sanction Search) or Nivo 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.
- All of the above have to comply with the GDPR Regulations as we do.

13. Transferring Data Outside the European Union?

We do not 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 Nivo 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 Nivo Solutions Ltd encrypts any data it sends to other agencies and only transfers information necessary to carry out checks.

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14. What About 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 for us to use to contact you (by email, telephone, SMS, or post) and **you have the right to withdraw your permission** for us to use your personal data for this purpose at any time.

15. 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.

16. Telephone Call Recording

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

- Establish facts and evidence based on business transactions;
- Ensuring compliance with regulatory or self-regulatory practices;
- Demonstrating that standards are being met, including training;
- 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

17. 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 longer than necessary.

18. 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.

19. 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.

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20. 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).

21. How To Contact Our Data Protection Officer

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

- **Writing to:** DPO, impact HO, 20 Barttelot Road, Horsham, West Sussex RH12 1DQ
- **Telephoning:** 01403 27 26 25
- **Emailing:** info@impactsf.co.uk

22. How Do You Make A Complaint To The Information Commissioner's Office

- **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>

23. Declaration

I/We consent to my/our personal information being processed by impact specialist finance in accordance with the terms of this privacy notice.

**For your own benefit and protection, you should read this entire document carefully before signing.
If you do not understand any point, please ask for further information.**

Client Name	Signature	Date

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