



PHOENIX COMMERCIAL FINANCE LTD

TERMS AND CONDITIONS

1. GENERAL

- 1.1 These terms and conditions (“Terms and Conditions”) are applicable to Phoenix Commercial Finance Ltd. This document sets out the whole agreement between you and us (the “Agreement”).
- 1.2 We are a private limited company, registered in England and Wales. Company number 14421107. Our registered office is at 81 Aldwych House, London, WC2B 4HN.
- 1.3 This Agreement is legally binding so please ensure you have read and understood this Agreement.
- 1.4 These Terms and Conditions form part of an Agreement between Phoenix Commercial Finance (“we” / “us” / “our”) and you, (“you” / “your” / the “Client”).

2. FEES

- 2.1 Our charges for facilitating the loan will be set out in our correspondence detailing the terms of the agreement.
- 2.2 Payment will be made by electronic bank transfer. Information of the bank details and reference number has been set out below:

Account Name: Phoenix Commercial Finance Ltd

Sort Code: 30-99-50

Account Number: 56250968

Reference: PhoenixCommercialFinanceLtdPayment

3. TERMINATION

- 3.1 You may terminate this Agreement at any time by providing 30 days’ written notice. Any fees due upon the date of terminate will remain fully due and payable.
- 3.2 We may terminate this Agreement at any time by giving 14 days’ written notice.

- 3.3 Following termination, the Company will be entitled to keep all your papers and documents for a period of two years. You may at any time during this period request copies of all your papers and documents.

4. OUR RESPONSIBILITY

- 4.1 The Company will advise which financial advisor will be assisting throughout. He or she will have support from the wider team and they may often communicate with you directly.
- 4.2 The Company will try to avoid changing the person who handles your work but should it happen, you will be informed promptly of the identity of the individual concerned.
- 4.3 The Company will analyse Client applications and the Company will provide the best funding solutions to the Client.
- 4.4 The Company will provide the Client with quick and efficient responses to any / all enquires, and the Company will provide the Client with an overall good experience, also following securing the loan.

5. DATA PROTECTION

- 5.1 Personal data obtained by us from you shall be held and processed in accordance with Data Protection Legislation and Privacy Policy. The terms of the Privacy Policy are accompanied by a separate document to this Agreement.
- 5.2 We will use your personal data in the following ways:
- i. It is necessary to perform an obligation under this Agreement we have entered into with you.
 - ii. Complying with a legal obligation.
 - iii. It is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- 5.3 We may, if required, provide your personal data to any Government body who requires such information and where we believe, that the law requires this in the interest of public health and safety, or in the case of an emergency.
- 5.4 The provisions and principles in the Data Protection Act 2018 apply meaning, it gives you the right to access your own personal data through requests. A requests will be considered only if it is received in writing and the request provides the reasoning for access your own personal data.

6. FUTURE INSTRUCTIONS

- 6.1 Each new instruction between you and us will be the subject of its own set of Terms and Conditions, which you will be required to enter into, unless otherwise agreed.

- 6.2 We reserve the right to include new terms in a new set of Terms and Conditions, and reserve the right to remove any terms which in the new set of Terms and Conditions which we do not deem to be suitable.

7. COMMUNICATION

- 7.1 For your convenience and with your permission, the Company may communicate with you by e-mail. There are some risks involved in the use of e-mail, but for convenience sake it will be used, unless you inform the Company that you do not wish to correspond by e-mail.
- 7.2 It is your responsibility to ensure that the correct email address has been provided and to notify us in the event the email address changes.

8. ASSIGNMENT

We can transfer all or any of our rights and obligations under these Terms to another business, but this will not affect your rights under these Terms. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent.

9. VARIATION

We reserve the right to vary this Agreement from time to time. We shall notify you in writing not less than 7 days before a variation takes effect.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation.

11. CONFIDENTIAL INFORMATION

- 11.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, clients or suppliers of the other party, except as permitted by clause 12.2.
- 11.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. NOTICES

12.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- a) delivered by hand or pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to the relevant email address.

12.2 Any notice shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. WAIVER

13.1 A waiver of any right or remedy is only effective if given in writing.

13.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive or, any rights or remedies provided by law.

15. FORCE MAJEURE

We shall not be liable or responsible for any failure to perform, or delay in performance of any of its obligations under these Terms that is caused by any act or event beyond its reasonable control (the "Force Majeure Events").

16. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

These Terms shall be governed by English Law and we both irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

I have read, understood and accept the terms and conditions of business set out above.

Signed **Date**

Phoenix Commercial Finance Ltd – Terms and Conditions of Business