

Terms of Business - Pre Contract Disclosure

Our Role

We work with various asset finance lenders to find a suitable arrangement for you. Once we have found a suitable arrangement, we will present the lender's agreement to you to sign. We will discuss this with you and will be happy to explain any terms of the agreement to you.

Treating Customers Fairly (TCF) and Consumer Duty

We have a Treating Customers Fairly (TCF) and Consumer Duty, policy statement which is reviewed annually and overseen by our TCF Manager, Ian Stanford. TCF is embedded into the culture of the business to ensure that the six outcomes set out by the FCA for treating customers fairly are met.

Do I need finance?

The main options for financing newly acquired equipment are:

- Purchase outright for cash
- Bank facility
- Raise new capital
- Rent for a short period (typically less than one year)
- Take out an asset finance agreement. A lender will purchase the equipment from the supplier you have selected, at the price you have negotiated. You will then hire or lease the equipment from the lender.

In deciding which option to select, relevant factors may include:

- Whether you have the cash to buy outright
- How long you need the equipment for
- Costs of the different options

For more help in deciding whether to select asset finance, see the Government's Business Finance advice:

<https://www.gov.uk/business-finance-explained/overview>

What types of asset finance are there?

Most asset finance arrangements involve paying a deposit and then monthly payments, (other payment profiles are available). The key difference between products is what happens at the end of the agreement and who gets title to the equipment.

- **Hire Purchase:** At the end of the agreement there is an option to purchase the equipment by payment of a nominal fee. If the option is not taken up, the equipment needs to be returned to the lender.
- **Lease:** At the end of the agreement, there is no option to purchase. The agreement can usually be extended, you may be offered the option to sell the asset on behalf of the lender, or the equipment can be returned to the lender. You do not get title.
- **Operating Lease/Contract Hire:** At the end of the agreement, the asset is returned to either the lender or the supplier.

In deciding which option to select, relevant factors may include:

- How long you expect to use the equipment for & if you wish to keep the asset at the end of the agreement
- The income or corporation tax, VAT, and accounting treatment of the product, (you may wish to discuss this with your accountant).

Suitability of asset finance

Asset finance may not be suitable in certain circumstances. You should be aware:

- You will have to continue to pay for the equipment for the agreed period even if you no longer need the equipment or it cannot be used.
- If you change the equipment during the agreed minimum rental period, this could lead to higher charges.
- Asset finance is unlikely to be suitable if you are not sure if you will need the equipment for the minimum contract period.
- Asset finance is unlikely to be suitable if you are not sure the equipment will be maintained and kept in a useable condition for the minimum contract period.

Fees and Commission Payments

We do not charge you a fee for helping you to find a suitable lender. We will receive a payment from the lender for our work. Lenders pay us different amounts according to our broker agreement with them. Further information regarding the payment we will receive for a specific agreement is available upon request.

Contact Information

We will use the contact information you provide to us to obtain quotations from lenders, including name, address, telephone numbers and email addresses. We may also use this information to tell you about our products and services in the future by post, phone, email or text message if you tick the boxes overleaf to consent to this.

Compliance

Tackle Finance Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Our compliance procedures are overseen by our Compliance Manager, Eve Summers. Copies of our policy statements are available upon request. Our business has an obligation to ensure it has suitable procedures in place to make sure that it cannot be used to further financial crime, (including: fraud, money laundering, bribery & corruption). We have a dedicated Money Laundering Reporting Officer (MLRO), Luke Parratt, to record and investigate any such matters.

Insurance

A condition of taking out an asset finance agreement is that you insure the equipment.

Complaints procedures

If you have a complaint about our service, please write to our Complaints Manager – Ken Parratt, at Tackle Finance Limited, 49 Chalky Road, Broadmayne, Dorchester, Dorset, DT2 8PJ.

We will acknowledge your complaint within five working days. We aim to resolve complaints within two weeks, and to provide a final response to all complaints within eight weeks. A copy of our complaints procedure is available upon request and also available on our website – www.tacklefinance.co.uk

If your agreement is regulated under the Consumer Credit Act, and if after making a complaint you are still unhappy and feel the matter has not been resolved to your satisfaction, please contact the Financial Ombudsman Service: <http://www.financial-ombudsman.org.uk/>

Right to withdraw – Agreements regulated by the Consumer Credit Act 1974 only

You have the right to withdraw from your agreement with the finance company, without giving a reason, by writing to them or telephoning them. Your right to withdraw starts on the day after you receive your copy of the executed agreement and ends after a further period of 14 days.

Customer's Duty

WE RELY ON THE CUSTOMER FOR THE ACCURACY OF STATEMENTS, INFORMATION AND REPRESENTATIONS NOTIFIED TO OURSELVES BY THE CUSTOMER, OR BY HIS PROFESSIONAL ADVISERS, FOR THE PURPOSES OF NEGOTIATING TERMS ON BEHALF OF THE CUSTOMER.

Lawful Basis for Processing

We use the following lawful basis for processing your personal data:

- to fulfil our contractual obligations to you; or
- because you have asked us to do something before entering into a contract (provide a quote)

Privacy Information Notice

We take your privacy seriously and we want you to be clear about how we use your personal information. This privacy information notice sets out the basis for how we will process data about you.

Our full privacy policy is available as a PDF via our website www.tacklefinance.co.uk or if requested by email to info@tacklefinance.co.uk

Tackle Finance Limited is a finance broker not a lender.

Personal information which you provide to us, or that is collected about you, may be used for the following purposes:

- To prepare quotes, proposals, and paperwork for your finance application
- To keep records of your requirements
- For accounting and regulatory purposes
- To keep you informed of our services

We may share information about you with other firms including finance companies and supplying dealers, for the purpose of fulfilling your contract.

If you take up finance using our services, we will keep your data for seven years after the end of your agreement. If you contact us for a quote or to discuss finance but do not proceed with an agreement, we may keep your data for up to three years.

Data Protection Statement (Customer's Consent)

I/we agree that you may pass on information about me/us to one or more finance companies. The proposal may be assessed by you and them using a process known as 'credit scoring' and by searching files of one or more credit reference agencies. You and they will add to our record with the credit reference agencies details of our agreement with them, the payments we make under it and any default or failure to keep to its terms. They may also contact us to confirm details, and also our accountant (if applicable). It is important that I/we give you and them accurate information.

They will check my/our details with a fraud prevention agency and if I/we give them false or inaccurate information and they suspect fraud, this will be recorded. They and other organisations may use and search these records to help make decisions about credit and credit related services for me/us and (if appropriate) members of our household; to help make decisions on credit, life and other insurance proposals and insurance claims for me/us and members of my/our household; to trace debtors, recover debt, prevent fraud and to manage my/our accounts or insurance policies; and to check my/our identity.

49 Chalky Road, Broadmayne, Dorchester, Dorset. DT2 8PJ

Registered in England No: 04679809 VAT Reg. No. 849 8215 84

Tackle Finance Limited is authorised & regulated by the Financial Conduct Authority - FRN 667215

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The credit reference agencies, the fraud prevention agencies and the finance companies will also use the record for statistical analysis about credit, insurance, and fraud. The information will be retained on computer by them and may be used, not only to administer my/our account, but also for any purposes connected with their business or their associates including for marketing purposes. I/we can cancel our consent for the use or processing of my/our personal data by confirming this in writing to Tackle Finance Limited at the address below, or by writing to the individual finance company.

If a lender decides not to proceed with a prospective credit agreement on the basis of information received from a credit reference agency, it will notify the business or persons making the application only that the decision not to proceed has been reached on the basis of the information from the credit reference agency. I/we confirm that each prospective borrower is aware that such notification will be sent to the business or me/us and not to each of the prospective borrowers. I/we confirm that I/we have the authority of the prospective borrower (or all prospective borrowers if more than one), (a) to make this application on behalf of the applicant; (b) to disclose to you for the purposes of this application information about the business and the applicants; (c) to sign the credit agreement on behalf of the applicant.

Subject Access Request

I/we have a right to receive a copy of the information you/they hold about me/us if I/we apply in writing to info@tacklefinance.co.uk or 49 Chalky Road, Broadmayne, Dorchester, Dorset, DT2 8PJ

Customer name.....**Date**.....

In signing below, I/we confirm that the following relevant points have been undertaken in respect of my/our consideration to enter into a finance agreement:

- Terms of Business read
- Customer's Duty read & Lawful Basis for Processing read
- Privacy Information Notice read
- Data Protection Statement & Subject Access Request read
- Adequate Explanations have been given **verbally** or in a **written** format if the agreement is regulated
- Pre-contract information given to customer, if the agreement is regulated
- By ticking one or more of the following boxes I/we consent to receiving information about Tackle Finance Limited's products and services by Phone Email Post SMS
- I/we confirm we have had sufficient time to read and digest all relevant information before signing an agreement, and I/we have had the opportunity to ask any questions

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Signed by customer

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Signed by broker

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Customer name

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Broker name

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Source of introduction (existing customer/supplier/funder/existing customer recommendation)