

Terms of Business – HH Business Finance Limited

Introduction:

HH Business Finance Limited provides finance solutions to business customers. We want to help you find a suitable finance product that meets your needs. Our Terms of Business explain factors that you should consider.

HH Business Finance Limited are authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 932105. We are permitted to act as a credit broker, not a lender. You may check this information on the FCA's Register by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768.

For more information about us, please go to www.hhbf.uk

Our Services:

- We offer a range of business finance solutions via our approved panel of Lenders
- We do not fund any credit contracts ourselves; all credit applications are introduced to a third-party Lender
- We are not financial advisors. We will provide details of any product(s) available from our panel of Lenders, but you should not treat this as either advice or a recommendation about the suitability of the product(s). We recognize it is important for customers to be able to shop around for credit and alternative sources of credit
- We encourage you to ask us at any stage anything that is unclear, and obtain independent legal advice if you still do not fully understand the credit arrangements
- Unless we are satisfied you fully understand the terms and conditions of the finance you are applying for, we will be unable to make the introduction to the Lender, this is for your protection and ours

Is Asset Finance suitable for me?

The main options for financing the assets are:

- Take out an asset finance agreement. A Lender will purchase the goods from the supplier you have selected, at the price you have negotiated. You will then lease the goods from the Lender at a fixed amount of each payment for the contract period.
- Take out an hire purchase agreement. A Lender will purchase the goods from the supplier you have selected, at the price you have negotiated. You will then pay a fixed amount of each payment for the agreed contract period.

Other options available to you:

- Purchase outright
- Bank facility
- Rent for a short period

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

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

Asset finance is unlikely to be suitable if you are not sure if you will need the asset(s) for the minimum contract period or if the asset is unlikely to be maintained and kept in a usable condition for the minimum contract period.

You should be aware:

- You will have to continue to pay for the goods for the agreed period or settle the outstanding balance early even if you no longer need the goods, or if the goods cannot be used (funders usually offer a small rebate of interest charges in the event of an early settlement)
- If you change the goods during the agreed minimum rental period, this could lead to higher charges
- If you fail to make your payments on time or the agreement is terminated the Lender may charge you a fee

The types of Finance HH Business Finance Limited offer:

Asset finance arrangements may involve paying a deposit and then a fixed payment amount, in most cases these are monthly or quarterly. The key difference between products is what happens at the end of the agreement and who owns the goods.

Minimum Term Lease – At the end of the agreement, you do not own the goods. It is necessary for you to terminate the contract or the agreement may be extended. The goods may be sold to a third party, in most instances HHBF or the goods can be returned to the Lender. Any alternative arrangement that we can offer will be discussed with the customer.

Fixed Term Lease – At the end of the agreement, you do not own the goods. The goods may be sold to a third party, in most instances HHBF or the goods can be returned to the Lender. Any alternative arrangement that we can offer will be discussed with the customer.

Hire Purchase – At the end of the agreement there is an option to purchase the goods (usually for a nominal amount).

Loan – At the end of the agreement, you will own the goods.

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

- How long you expect to use the goods for
- The income or corporation tax, VAT and accounting treatment of the goods

We do not promote any specific product over another, nor do we predetermine what we will offer you. Any asset finance product will be based on your needs and the information provided to us. For more details please consult with your accountant / finance director / financial advisor.

The Application Process

We will keep you updated with regards to the progress of your application for finance. Of course, you are entitled to request an update at any time during the process. Where we decline a proposal or receive notice of a decline from a Lender, we shall contact you accordingly.

In the event that we receive a series of declines from Lenders for the same credit application, your HH Business Finance Limited representative will be available to discuss your options (this may include whether you wish us to approach further Lenders and, as a result, complete further searches, which could impact your credit rating).

Our Remuneration:

We do not charge you a fee for helping you to find a suitable finance product. We will be remunerated by way of an introductory payment payable by the Lender. We only take credit for payment due once the funding has been paid out. You are entitled; at any time, to request information regarding any payment which we will have received as a result of placing your finance with a Lender. All of the lenders we work with may pay commission at different rates, this will be either a fixed fee or a percentage of the amount borrowed.

Conflicts of Interest:

If through exceptional circumstances HH Business Finance Limited or any of its Directors or other customers has a material interest in business you ask to be transacted for you, we will make you aware of the conflict of interest and we will obtain your consent before your instructions are carried out. A copy of our Conflicts of Interest Policy is available on request.

Treating you Fairly:

We always aim to treat you fairly. This means that we will always endeavour to:

- Conduct our business with due skill, care and integrity
- Never put ourselves in a position where our primary duty to you is compromised
- Deal with any complaint sympathetically and independently of the colleague to whom the complaint is directed
- Be transparent in the matter of our remuneration
- Respect your confidentiality

Your Responsibilities:

In order for us to fulfil our responsibilities to you, you must:

- Read the documentation we give you and let us know if there is anything that is unclear or that does not represent your requirements
- Comply with the terms and conditions of any agreement we arrange for you

Data Protection and Confidentiality:

We pay a data protection fee to the ICO under the Data Protection Regulations and abide by the requirements of the Regulations. The information we receive from you is used to provide quotations and arrange finance with a Lender. You have the right to cancel your authority to use such information. Before or after you enter into any agreement with a Lender, to help make credit decisions, the Lender will make a credit search with a credit reference agency. If you are a company or partnership they will also make enquiries about the principle director(s) or partner(s) with a credit reference agency. Full details of the use and disclosure of your information by the Lender is contained within the terms and conditions of any agreement which you should read before signing.

All customers' records are treated as private and confidential and HH Business Finance Limited therefore reserves the right to give you copies of your particular records rather than allow access to files containing records concerning other clients. If you want sight of your records please send a request to Howard Ross, Chief Executive Officer, HH Business Finance Limited at Innovation House, Wales 1 Business Park, Monmouthshire, NP26 3DG. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 (POCA) and the Money Laundering Regulations 2017.

Complaints:

Our complaint handling procedures meet the industry standards required by the Financial Conduct Authority. A copy of these procedures is available upon request. If you wish to register a complaint please contact Howard Ross, Chief Executive Officer in writing at:

HH Business Finance Limited
Innovation House
Wales 1 Business Park
Monmouthshire
NP26 3DG

Or by telephone on 01633 374 950

We will both acknowledge and aim to resolve your complaint within 5 working days. However, there will be instances in which this will not be possible. In that event our aim will be to resolve your complaint within eight weeks as required by the Financial Conduct Authority.

If you are unhappy with the way your complaint has been resolved, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), free of charge. The FOS will be able to review your complaint subject to their eligibility criteria – but you must refer your complaint to them within six months of the date of this letter.

Further information is available from the FOS website (link shown below). If your complaint is not referred to the Financial Ombudsman Service in time, they will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. The Financial Ombudsman Service can be contacted as shown below:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Website – <http://www.financial-ombudsman.org.uk/>

E-mail: complaint.info@financial-ombudsman.org.uk

Tel: 0800 023 4 567