



# Client Agreement

Finance for Entrepreneurs is a broker and not a lender, all applications are subject to terms and conditions and underwriting criteria.

Finance for Entrepreneurs is a trading style of Smarter Finance Limited, a company registered in England and Wales. Company Registration No. 10146209

Registered Offices: Crowood House North, Gipsy Lane, Swindon, SN2 8YY, England

Smarter Finance Limited is authorised & regulated by the Financial Conduct Authority (FRN:777612) and is registered with the Information Commissioners Office (Registration No: ZA224552).

## Section 1 - Our Services

### 1. Business Services

We act as an independent business finance broker, and as such we understand the criteria required by our lending panel when it comes to putting through a case for funding approval.

As part of our service which is available to Start-ups and established businesses where required, we will provide a business plan template and cash flow forecast in line with lender requirements. We will work with you to ensure they meet the lenders requirements where applicable and are realistic.

This will not replace the need for a business coach or financial planner such as an Accountant or Independent Business Financial Planner but will help to secure funding within our available panel and market.

Where possible or requested we can also provide introductions for start-up businesses for relevant coaching, Credit Risk and Management services and Insurance.

### 2. Business Finance

We are an intermediary and will act on your behalf when providing introductions and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of our available lending panel and your business requirements.

## Section 2 - Standard fees

We charge a fee which is set at £300.

We will confirm any fees due to be paid by you, before proceeding with your application.

Our fees are payable prior to submission of your application to the recommended lender, to cover the implementation of your recommendation (e.g. application and related administration of arranging the loan).

We will receive and retain any commission paid by the lender when your loan completes.

In the case of start-up loan applications, the fee will payable immediately once the loan has been accepted and is available for draw down.

Should you wish, you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

## Refund of fees

Please note that fees will only be refunded where we retain a commission to the same value as our fee.

# Section 3 – Important information

## 1. Client classification

Unless we notify you in writing to the contrary, we will be treating you as a “business client”. This means that you are not covered under the regulatory system. However, if you are a sole trader or a partnership of less than 4 borrowing less than £25,000 you will be protected by the regulatory system and have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation(s) we offer to you will only be given after we have assessed your needs and considered your financial objectives.

## 2. Treating customers fairly

We are committed to providing the highest standard of service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- Be open, honest and transparent in the way we deal with you;
- Not place our interests above yours;
- Communicate clearly, promptly and without jargon;
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

## 3. Your Duty of Disclosure

Any financial advice we provide will be based on your business financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides a funding facility).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired facility may be invalidated (e.g. a lender may withdraw funds and any draw down must be paid back immediately). We strongly recommend that the information you provide is checked thoroughly prior to submission.

#### 4. Client instructions

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on oral instructions to avoid any possible misunderstandings.

#### 5. VAT

Under current legislation our services are not subject to VAT, but should this change in future and VAT becomes payable, we will notify you before conducting any further work.

#### 6. Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 14-day cancellation period for any funding facility.

#### 7. Client Money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

#### 8. Documentation

All lender documents will be forwarded to you immediately after we have received them. We will issue all communications in English, unless agreed otherwise.

#### 9. Material Interest

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your interest, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. Where this cannot be achieved, we will not conduct the business.

#### 10. Complaints

If you wish to register a complaint, please write to:

Christopher Horgan  
Finance for Entrepreneurs  
Crowood House  
Gipsy Lane  
Swindon  
SN2 8YY

Telephone 01793 292147 or e-mail [chris@smarter-fm.co.uk](mailto:chris@smarter-fm.co.uk)

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567.

#### **11. Client Verification**

We may be required to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

#### **12. Law**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

#### **13. Force Majeure**

Finance for Entrepreneurs shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

#### **14. Termination**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination a due proportion of any period charges for services shall be settled to that date.

#### **15. Data Protection and Using Your Personal Information**

We are fully committed to client confidentiality and protecting your personal information. Under data protection laws we must tell you how we use your personal information, why we use it and what your rights are in relation to it.

Further details are set out in our Privacy Notice. You can read this by clicking on the link 'Privacy Notice' in the bottom right hand side of the footer on our website, the address for which is [www.financeforentrepreneur.co.uk](http://www.financeforentrepreneur.co.uk).

Alternatively, if you have received an electronic copy of this Client Agreement, you can access our Privacy Notice here: <https://financeforentrepreneur.co.uk/data-protection-policy/>