



TERMS OF BUSINESS

BizBritain Finance Limited – How We Conduct Business:

The following information informs you about BizBritain Finance Limited's business, the services we provide to Clients, how we conduct business including charges for the services we provide and commissions we may receive. It also sets out policy over the general usage of this website and our copyright protection. Within this document, BizBritain Finance Limited may also be referred to as "the Company".

1. ABOUT THE COMPANY

Trading Name:	BizBritain
Registered Company Name:	BizBritain Finance Limited
Company Registration Number:	08354773
Company Registered Address:	96 High Street, Marlow, Buckinghamshire SL7 1AQ
E-mail Address:	customerservice@bizbritain.com
Telephone Number:	0800 888 6118

Financial Conduct Authority (FCA)

The Company is authorised by the FCA under the FRN 727207 to act as a Credit Broker.

More information can be obtained by searching the Financial Conduct Authority register: <https://www.fca.org.uk/register>

Data Protection Registration

The Company is registered with the Information Commissioners Office for Data Protection Purposes. Register Number ZA062551.

More information can be obtained from the Information Commissioners Office web site: <https://www.ico.org.uk>

2. HOW WE CONDUCT BUSINESS

2.1 START UP LOANS

BizBritain operates as one of the Delivery Partner's for the Start Up Loans scheme, run by the Start Up Loans Company which is a subsidiary of the British Business Bank. The Start Up Loans programme is funded by the Department for Business, Energy and Industrial Strategy (BEIS), and the creditor for BizBritain Start Up Loans is The Enterprise Growth Fund Limited (Company Registration Number 04460763) authorised by the FCA under the FRN 727252).

A Start Up Loan is regulated credit activity as a personal loan for business use.

2.1.1 Our duty of care and policy on Treating Customers Fairly

The Company works under the control of the Financial Conduct Authority (FCA) and is authorised and regulated as detailed above.



BizBritain adhere to the Start Up Loans Company's Lending Policy and Minimum Standards. Clients will be required to supply personal and financial data and undergo credit searches as part of the application. If they complete these they will then undergo eligibility, affordability and viability assessments. In dealing with Clients, our duty of care dictates that in all cases the decisions we make will be based on the information provided by the Client to the Company.

All information provided by Clients to the Company in this regard is treated as confidential and will be handled in accordance with BizBritain's Privacy Policy <https://www.bizbritain.com/privacy> and the Data Protection Act as set out by the Information Commissioners Office under which the Company is registered as detailed above. More details on data protection can be obtained from the Information Commissioners Office (ICO) via the web site: <https://www.ico.org.uk>.

2.1.2 Debt Serviceability and Vulnerable Clients

Our duty of care and regulatory obligations dictate that in all Client engagements we should take all possible steps to ensure that the following conditions are met:

- i) That a Start Up Loan can be demonstrated to be adequately affordable to the Client without the risk of financial hardship occurring either at the time of engagement or if circumstances change during the term of the loan. This is referred to as Affordability and if, in the view of the Company, the requested borrowing requirements cannot be adequately afforded the Client will be declined for a Start Up Loan.
- ii) That we take all possible steps to identify any 'Vulnerable Clients' who, and for whatever reason, may not be in a position to fully understand the terms and conditions of any financial service being requested. In such cases, the Company will follow its Vulnerable Customers Policy and aim to provide help and support to the Client.
- iii) The Clients will be advised of the associated risks and possible consequences should they not be able to make the regular scheduled payments during the agreed term for any loan by the Finance Partner loan documents. It is vitally important the Client reads these documents fully and carefully and seeks independent advice if required.

2.1.3 Services provided to the client at no charge and without obligation

There is no charge to access a Start Up Loan and all support is free of charge. All key terms for a Start Up Loan are available on the Start Up Loans website www.startuploans.co.uk.

Once a Start Up Loans client has submitted their application to stage 3, a BizBritain Business Advisor will be allocated to them to review their application in full, request further information if required, discuss the application with the Client, and carry out a full assessment of the application. The outcomes of this assessment are either to approve, withdraw or decline the application. Approved and declined applications undergo a second internal review internally. Approved applicants are then submitted to BizBritain's Start Up Loan Finance Partner for final checks. The finance partner will then issue Loan Paperwork by post to the Client's home address. These documents will include all the key terms. The loan paperwork must be completed, signed and returned. Upon receipt the Finance Partner will initiate all necessary action to provision the financial service(s) as outlined in the loan paperwork.

There is no obligation for the Client to accept an offer of a Start Up Loan and they have the right to withdraw from the loan agreement for a period of 14 calendar days, beginning the day after the Client receives a copy of the executed loan agreement. Start Up Loans can be repaid in full with no penalty at any time.

2.1.4 Commissions or payments BizBritain received

BizBritain are paid a fee for each successful loan it completes by the Start Up Loans Company. There is no charge to the customer.

2.2 Brokerage

In all brokerage activity, the Company are a credit broker and not a lender. The Company source appropriate financial services and products for our Clients from a range of lending organisations (the Panel) with whom the Company has a professional broker agreement.

2.2.1 Our duty of care and policy on Treating Customers Fairly

As a Credit Broker, the Company provide a range of financial brokerage services to business and Clients (herein referred to as 'the Client'). The Company works under the control of the Financial Conduct Authority (FCA) and is authorised and regulated as detailed above. Some of our services are not regulated by the Financial Conduct Authority – these include but are not limited to:

- Asset finance (apart from Hire Purchase Agreements)
- Cash flow finance
- Invoice finance
- Trade finance
- Secured loans
- Unsecured loans
- Commercial property finance or mortgages

However the FCA does place an expectation on credit brokers to apply the same standards and ethics to regulated and non-regulated finance. The Company take this expectation extremely seriously and work to ensure the Client's needs and interests are placed at the heart of what we do. The policy of the Company is to provide our Clients an unbiased and impartial service and to recommend the most appropriate and cost-effective financial products available to BizBritain which match their declared needs, borrowing requirements and personal / business financial means and circumstances.

In providing our services and support to a Client we will normally request 'Fact Finding' information pertaining to the overall financial means of the Client, asset and liability position, general personal/company profile and funding requirements. We may also request credit status information. This information will be reviewed internally and, if applicable, outline solutions identified. In dealing with Clients, our duty of care dictates that in all cases the decisions we make will be based on the information provided by the Client to the Company.

If the Company consider there are lenders available to place the deal with from the Panel, you will be required to sign an Engagement Letter giving the Company permission to package your deal to approach lenders to obtain Agreement in Principle (AIP's). If an AIP(s) is/are offered, the Company will issue Disclosure Letters for each one, highlighting the key terms, requirements and considerations. The Client will then decide which one, if any, they wish to pursue and sign, date and return the Disclosure Letter. They will then be progressed with the lender. If a Client's needs would be better met by an enquiry to an aggregator, we will help facilitate this if the Client wishes.

As per our Credit Policy and any Engagement Letter the Company issues, your data will be shared with Third Party lenders to obtain decisions on whether the proposition is fundable and if it is to

be able to obtain any Agreements in Principle. All information provided by Clients to the Company in this regard is treated as confidential and will be handled in accordance with BizBritain's Privacy Policy <https://www.bizbritain.com/privacy> and the Data Protection Act as set out by the Information Commissioners Office under which the Company is registered as detailed above. More details on data protection can be obtained from the Information Commissioners Office (ICO) via the web site: <https://www.ico.org.uk>.

2.2.2 Case packaging and Contractor Services

In providing services to Clients, the Company may use the case packaging and business support services of contracted Associates. Such Associates are specialist independent business finance brokers who in this case are operating as a BizBritain Associate Broker and are subject to our policies, regulatory requirements and procedures.

The term 'Packaging' in this context refers to the preparation and submission of any lender application documentation and supporting information to the proposed lender in order to secure and deliver a formal offer of funding to the Client.

2.2.3 Debt serviceability/Vulnerable Clients/Client Risks

Our duty of care and regulatory obligations dictate that in all Client engagements we should take all possible steps to ensure that the following conditions are met:

- i) Any product or service we are recommending to a Client can be demonstrated to be adequately affordable to the client without the risk of financial hardship occurring either at the time of engagement or if circumstances change during the term of the loan, lease or mortgage. This is referred to as 'Debt Serviceability Criteria' and if, in the view of the Company, the requested borrowing requirements cannot be adequately afforded this advice will be provided to the Client.
- ii) That we advise all Clients of the associated risks and possible consequences should they not be able to make the regular scheduled payments during the agreed term for any loan, lease or mortgage etc. taken out.
- iii) That we take all possible steps to identify any 'Vulnerable Clients' who, and for whatever reason, may not be in a position to fully understand the terms and conditions of any financial service being requested. In such cases the Company will provide appropriate advice to the Client.

2.2.4 Credit profile searches

In providing our services it may be necessary for a recommended Lender to complete a formal credit search on a Client or the Clients business and if this is required the Company or Lender will always seek the prior approval of the Client before such a search is carried out.

In completing Engagement Letter or providing general fact finding documents that we may provide to you in the course of providing our services, it is considered implicit that you agree to such credit searches being carried out.

2.2.5 Services provided to the Client without obligation

The initial fact-finding process, working with the Client to identify the most appropriate and cost effective actions to achieve the Client's stated financial objectives and borrowing requirements, and the internal Panel consideration of funding solutions are provided without obligation.

Once the Client has completed an Engagement Letter, they will be obligated to pay the Service Fees as outlined in the Engagement Letter. There is no obligation on the Client to accept any offer of funding recommended by the Company thereafter.

2.2.6 Commissions received and charges for our services

i) Fees charged to the Client

The Company may also charge fees directly to the Client for the provision of its services including the arranging and managing finance applications through to successful completion. Any fees to be charged will be clearly stated to the Client.

Other than any requested advance commitment fee requested to cover expenses incurred by the Company, the fees charged by the Company will only be applied on successful conclusion of the financial service transaction. The definition of 'successful conclusion' means the delivery to the Client of a formal offer of funding from a recommended lender pertaining to any loan, equipment lease, commercial mortgage, cash-flow solution or any other financial service which has been requested by the Client and under which matter the Company has received a formal instruction to proceed. For the avoidance of doubt, other than services which would be deemed to fall under the Consumer Credit Act (2006), should the Company deliver to the Client the formal offer of funding and the Client (for whatever reason) decides not to complete the transaction then the agreed fee remains due for payment in full.

Should none of the Company's lending panel members subsequently issue a formal AIP, the fees for services shall be returned to the Client.

ii) Commission paid by the lender to the Company or Associate

The Company, or its contracted Associate who packages the brokerage deal, may receive commissions paid by the lending organisations with whom it has brokerage agreements and to whom it may recommend the Client.

If a commission payment is to be received from Lenders either to the Company or to an Associate this will be fully disclosed to the Client and will be stated either on the Disclosure Letter(s), AIP, or in the finance offer issued to the client directly from the lender. The fees charged to the Client are not altered if a contracted Associate packages the deal.

The client has the opportunity to review the summary report (AIP and Disclosure Letter) as referred to above and to instruct the company to proceed or otherwise. Should the client wish to proceed he will be asked to sign and return the relevant Disclosure Letter which is a formal and binding agreement under these terms of business. Upon receipt the company will initiate all necessary action to provision the financial service(s) as outlined in the Disclosure Letter.

3. Our complaints handling policy

The Company works hard to provide a consistently high level of service to all Clients. Should any Client have a grievance or complaint to make regarding the Company or the services provided, the Complaints Policy can be found here <https://www.bizbritain.com/complaints>

In registering a complaint with the Company please include as much detail as possible regarding the specific nature of the grievance you have including the names of any staff members of the Company that you have been dealing with.

Every effort will be made to resolve the complaint or grievance as quickly as possible and to the full satisfaction of all parties.



4. Use of the Website

Please review the following terms and conditions concerning your use of the Website. By accessing, using or downloading any materials from the Website, you agree to follow and be bound by these terms and conditions (the “Terms”). If you do not agree with these Terms, please do not use this Website.

4.1 General Website Usage Provisions

All materials provided on this Website, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and services (“Materials”), are provided either by The Company or by their respective third party manufacturers, authors, developers and vendors (“Third Party Providers”) and are the copyrighted work of The Company and/or its Third Party Providers.

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This permission terminates automatically without notice if you breach any of these terms or conditions. Upon termination, you will immediately destroy any downloaded or printed Materials. Any unauthorised use of any Materials contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

4.2 Confidentiality

Any information concerning the Client and their respective Client Records may be passed to third parties in the delivery of the Company Services to the Client and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client’s with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the



provision of agreed services and linked products. Please see our Privacy Policy for further information <https://www.bizbritain.com/privacy>.

4.3 Links to Third Party sites

This Website may contain links to websites controlled by parties other than The Company who are not responsible for and do not endorse or accept any responsibility for the contents or use of these third party web sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

No other party may create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

4.4 Disclaimer

Where expressly provided otherwise by The Company, the Materials on the website are provided "as is" and The Company hereby disclaims all express or implied representations, warranties, guarantees and conditions including but not limited to any implied warranties or conditions, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, except to the extent that such disclaimers are held to be legally invalid.

4.5 Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Unless otherwise stated, the services featured on this website are only available within the United Kingdom, or in relation to postings from the United Kingdom. All advertising is intended solely for the United Kingdom market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.



You have sole responsibility for the adequate protection and backup of data and/or equipment used in connection with the Website and you will not make a claim against The Company for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Materials.

The service is hosted by a third party in the UK at a location other than the company headquarters and as such you should be aware that any data that you submit travels to a secure server in another location. If you use this Website from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

4.6 General Information

This Website may include inaccuracies or typographical errors. The Company and the Third Party Providers may make improvements and/or changes in the products, services, programs, and prices described in this Website at any time without notice.

The Company may periodically make changes to the Website. Any action related to these Terms will be governed by the law prevailing in England and Wales and any superior European Union Law. These terms represent the entire understanding relating to the use of the Website and prevail over any prior or contemporaneous, conflicting or additional, communications.

The Company has the right to revise these Terms at any time without notice by updating this posting. Any rights not expressly granted herein are reserved by The Company.

The laws of England and Wales govern these Terms. By accessing this Website and using our services/buying our products you consent to these Terms and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these Terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and the remaining Terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

4.7 Intellectual property and Trademark notices

Elements of the Website may be protected by trademark protection and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or re-transmitted unless expressly permitted by The Company.

The Company logo is a registered trademark and copyright protected. It must not be copied or reproduced in any way.

4.8 Log files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable



information related to this data will never be used in any way different to that stated above without your explicit permission.

4.9 Cookies

Like most interactive web sites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Information on our Cookie Policy can be found here <https://www.bizbritain.com/cookiepolicy> and in our Privacy Policy <https://www.bizbritain.com/privacy>.

4.10 Legal Contract

If you have any questions about these Terms, or if you would like to request permission to use any Materials, please contact The Company as stated above.