Terms and Conditions

Pinpoint Commercial Finance Limited

Authorised and Regulated by the Financial Conduct Authority (FRN 733225)

NACFB Membership 23362 | ICO Registration ZA146757

Registered office: 3-4 Park Court, Riccall Road, Escrick, York YO19 6ED

Business address: York Eco Business Centre, Amy Johnson Way, Clifton Moor, York YO30 4AG

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Contents

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these conditions:

Appraisal Fee	Our non-refundable charges for assessing your circumstances, your requirements for finance, the current market and the suitability for any available products to your situation in accordance with clause 7.
Broker Fee	Our fee for preparing and submitting Lending Proposals with the intention of obtaining a Finance Offer in accordance with clause 8.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Client	the person(s) or firm(s) named in a Confirmation of Instructions as being the Client and, if more than one, all of them on a joint and several basis and 'you' and 'your' shall be a reference to the Client and/or all of them.
Client Default	has the meaning set out in clause 5.
Conditions	these terms and conditions as amended from time to time in accordance with clause 24.
Confirmation of Instructions	the written document entitled Client Agreement; (if appropriate) Confirmation of Instructions; Key Fact Illustration; Mortgage Illustration, European Standardised Information Sheet or similar lenders documentation, setting out the terms of an offer of funding that you have asked us to assess and obtain for you and signed by you or which you have otherwise confirmed to us, or, if you have not completed a Confirmation of Instructions such other written confirmation as you have submitted to us setting out the terms of funding on which you would like us to obtain an offer of funding for you.
Contract	any contract between us and you for any Service in accordance with these Conditions.
Data Protection Legislation	the UK GDPR (as defined below) and the Data Protection Act 2018, together with any subordinate legislation, codes of practice and guidance issued by the Information Commissioner from time to time.
Fees	the total charges due to be paid to us, whether by you, a Lender or another service provider relating to your instructions and as further considered in clauses 6, 7, 8 and 9 as applicable.

Finance Offer	a written offer setting out proposed terms of finance issued by any Lender whether such offer is conditional or unconditional or any replacement thereof and which reflects the terms set out in the Confirmation of Instructions letter as varied whether orally or in writing from time to time.
GDPR	the UK General Data Protection Regulation (UK GDPR), being Regulation (EU) 2016/679 as retained in UK law by the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018.
Introductory Commission	any commission paid by a Lender or service provider to us in return for us having introduced you to them.
Lender	any potential lender to whom a Lending Proposal is presented.
Lending Proposal	a proposal setting out the requirements as stated in the Confirmation of Instructions intended for submission to a Lender.
Service	those services set out in the Client Agreement and/or a separate Confirmation of Instructions that we have agreed to provide as accepted by us in accordance with clause 3.4.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.3 A reference to **writing** or **written** includes email.

1.4 References to clauses are to the clauses of these Conditions.

1.5 Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2. ABOUT PINPOINT FINANCE

2.1 Pinpoint Finance is a trading style of Pinpoint Commercial Finance Limited, a company registered in England and Wales with company number 09825825 and its registered office at 3-4 Park Court, Riccall Road, Escrick, York YO19 6ED. References to '**Pinpoint Finance**', '**us**', '**we**' or '**our**' is a reference to Pinpoint Commercial Finance Limited. Our trading and correspondence address is York Eco Business Centre, Amy Johnson Way, Clifton Moor, York YO30 4AG.

2.2 We are authorised and regulated by the Financial Conduct Authority (**FCA**) which regulates financial services in the UK. You can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systemsreporting/register or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is **733225**.

2.3 We maintain professional indemnity insurance, details of which can be made available on request.

2.4 **Pinpoint is an authorised credit broker and not a lender.**

2.5 We are not independent financial advisors and we are unable to provide you with independent financial advice.

2.6 While we are not tied to any particular lender or group of lenders or providers, we work with a panel of lenders and other providers which represent a fair analysis of the relevant markets in which we work and the services that we provide. Please ask for details of the panel of lenders or providers we use if you require this information or have a particular lender or group of lenders in mind.

2.7 We operate in line with the Consumer Duty (FCA Principle 12 / PRIN 2A). We assess our products and services for fair value, act to avoid foreseeable harm, support customers in pursuing their financial objectives, and provide communications you can understand. A summary of our Consumer Duty governance is available on request.

2.8 We maintain a Vulnerable Customer policy. If you have any characteristic of vulnerability (including but not limited to health, life events, resilience or capability) please tell us so we can adapt our service. Our policy is available on request.

2.9 We maintain a Conflicts of Interest policy. Where a conflict cannot be managed we will tell you and you may withdraw from the engagement without charge for work not yet performed. Our policy is available on request.

2.10 We are required to verify your identity and source of funds under the Money Laundering Regulations 2017 and to screen against UK and international sanctions lists. We may delay, suspend or terminate the Contract where we cannot satisfy these obligations and we are not liable for any loss arising from such delay or suspension.

3. BASIS OF CONTRACT

3.1 These Conditions shall apply to the provision of all Services by us (whether in contemplation at the date of the first Contract or otherwise) unless expressly agreed otherwise, in writing, by one of our Directors.

3.2 In the event of conflict between these Conditions and any other terms, including any terms and conditions that you or anyone else purports to apply to any contract with us, these Conditions shall prevail unless expressly agreed otherwise by one of our Directors.

3.3 A Confirmation of Instructions constitutes an offer by you to purchase our Services in accordance with these Conditions.

3.4 A Confirmation of Instructions shall be deemed to be accepted by us on the earlier of: (a) both parties signing the Confirmation of Instructions; (b) us issuing a written acceptance of the Confirmation of Instructions; or (c) us actually commencing the search for funding options for you or the provision of any other Service on the basis of your Confirmation of Instructions; at which point and on which date the Contract shall come into existence.

3.5 Any terms set out in the Confirmation of Instructions or Client Agreement shall form part of the Contract.

3.6 In the event of any conflict between the terms set out in the Confirmation of Instructions, the Client Agreement or these Conditions, the terms of the Client Agreement shall take precedence.

4. YOUR OBLIGATIONS TO US

4.1 You must always act with good faith in providing us with information including providing us with all relevant information, not withholding any information from us and ensuring that such information is true and accurate.

4.2 You must use all reasonable efforts to ensure that you comply with and satisfy any condition that might be imposed by a Lender who has made a Finance Offer that meets the requirements set out in the Confirmation of Instructions.

4.3 You must tell us immediately if, at any time after you sign the Confirmation of Instructions, you intend to appoint an additional or alternative broker or intermediary to obtain a Finance Offer or intend to submit an application yourself.

4.4 You must respect and maintain the confidentiality of our advice and our intellectual property rights in any report, Lending Proposal or other document that we prepare on your behalf and specifically, but without limitation, must not disclose any such report, Lending Proposal or other document to any alternative or additional broker that you may appoint.

5. BREACHING YOUR OBLIGATIONS

5.1 If our performance of any of our obligations under a Contract is prevented or delayed by any act or omission by you or your failure to perform or comply with any relevant obligation, including these Conditions or any matter reasonably outside of our control (Client Default) including, without limitation:

5.1.1 we are unable to complete on a finance offer as a result of inaccurate information provided by you about your personal circumstances;

5.1.2 we are unable to complete on a finance offer as a result of inaccurate information provided by you about the proposed security details and/or value;

5.1.3 we are unable to complete on a finance offer as a result of other material inaccurate information provided by you upon which we have relied;

5.1.4 we are unable to complete on a finance offer as a result of your non-disclosure or non-provision of relevant information as required by the lender;

5.1.5 you choose to withdraw from the transaction or terminate the application process after a finance offer has been made;

5.1.6 a vendor withdraws from the relevant transaction; or

5.1.7 a lender's legal requirements cannot be satisfied in full;

5.2 then, without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of our Services until you have remedied the Client Default; and

5.3 we shall rely on the Client Default to relieve us from the performance of any of our obligations in each case to the extent the Client Default prevents or delays our performance of any of our obligations;

5.4 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 5.1; and

5.5 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default including any Fees that would have been due under the Contract had we been able to provide the Services but for the Client Default, including any Broker Fee or Introductory Commission that would have been payable had you provided us with proper information or used all reasonable efforts to comply with a Lender's conditions. Reimbursement under this clause applies only where the Client Default is the substantial cause of the non-completion. We will not seek reimbursement of speculative or consequential losses, and where you are a consumer this clause is read subject to the Consumer Rights Act 2015.

6. FEES AND PAYMENT - GENERAL

6.1 Our Fees are generally made up of an Appraisal Fee (see clause 7) and a Broker Fee (see clause 8).

6.2 With regards to any fees payable by you, we will invoice you for such fees and, unless otherwise expressly agreed in writing, each invoice shall be due and payable on receipt and shall be overdue after 28 days of the date of the invoice, or within such other timescale as may be agreed in writing, payment to be received in full and in cleared funds to a bank account nominated by us on the invoice or otherwise in writing and time for payment shall be of the essence of the Contract.

6.3 All amounts payable by you under a Contract are exclusive of any amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable at the same time as payment is due.

6.4 If you fail to make any payment under the Contract by the due date for payment, then you agree to pay interest on the overdue amount at the rate of 8% per annum above HSBC UK Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount. Where you are a consumer (an individual acting outside your trade, business or profession) the rate shall be the Bank of England base rate plus 4% rather than HSBC base plus 8%.

6.5 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting any other rights or remedies that might apply, set off any amount owing to us by the Client against any amount payable by us to you.

6.6 The terms of this clause 6 are additional to and shall not prejudice any other rights or remedies that might be available to us in the event of late payment by you.

6.7 If, after you have completed the Confirmation of Instructions, you appoint an alternative or additional broker or use any information or details provided by us to submit a Lending Proposal yourself and you obtain a Finance Offer, then our Fees as set out in the Client Agreement shall be due and payable by you as if we had submitted the Lending Proposal.

7. APPRAISAL FEE

7.1 Where we are charging an Appraisal Fee as stipulated and agreed in the Client Agreement, this fee is for our initial work in considering your circumstances and suitability for lending from the current market.

7.2 Having conducted our appraisal, we will provide you with our advice on the types of products or services that might be suitable for your circumstances and your suitability to meet the requirements of any appropriate Lenders.

7.3 The Appraisal Fee shall be payable in advance and we reserve the right not to progress with any of your instructions until this fee is received by us in cleared funds.

7.4 The Appraisal Fee is a set fee for our 'upfront' work and is, therefore, non-refundable.

8. BROKER FEE

8.1 Our Broker Fee is payable by you on completion or **60 days** after the date the Finance Offer was received, whichever is sooner.

8.2 Our Broker Fee is typically 1% of the loan amount, with a minimum of £1,500 and a maximum of £15,000. For unusually large or complex commercial transactions a bespoke fee may be agreed in writing in the Client Agreement before any work commences, in which case the Client Agreement fee shall apply.

8.3 S155 Consumer Credit Act — Where we have charged a Broker Fee and the Consumer Credit Act applies (which will be indicated in your Confirmation of Instructions), if you do not receive or accept a Finance Offer within six months of the date of us submitting a Lending Proposal (or, if more than one, within six months of the first Lending Proposal submitted), you will be entitled to a refund of any Broker Fee paid less £5 (which we will retain) which will be paid by us within 30 days of the end of the six month period or from the date that it is clear to us that any Finance Offer will not proceed to completion. **Any Appraisal Fee remains non-refundable.**

8.4 In circumstances where the Consumer Credit Act does not apply, then in the event that: (a) you choose not to proceed with any Finance Offer after we have made a recommendation to you; (b) a Lender does not make a Finance Offer due directly or indirectly to any failure by you to provide us with full and accurate information or any other Client Default; or (c) a Lender rejects your application due directly or indirectly to any failure by you to provide us with full and accurate information or any other Client Default, **we will still charge our Broker Fee and we will not provide any refund** even if the source of finance provided is a source already known to you or a source from which you have borrowed previously. This no-refund position applies only where the failure to complete is caused by the Client's default or unilateral withdrawal after a Finance Offer has been issued. Where the failure is caused by us, the Lender, or events outside the Client's control, a fair pro-rata refund will be made within 30 days.

9. INTRODUCTORY COMMISSION

9.1 A Lender or provider typically will pay us an Introductory Commission for having introduced you to them. Where the amount of commission is known to us before you accept the Finance Offer or take out a specific policy, we will tell you how much the Introductory Commission will be. Introductory Commission will vary depending on the Lender or provider and the product or Finance Offer. We will disclose the cash amount of any Introductory Commission to you in writing before you accept any Finance Offer. Where the exact amount is not yet known we will disclose the calculation method and a reasonable estimate, with the final cash figure confirmed at offer stage. This commitment reflects MCOB 4.4A, CONC 4 and current case-law expectations on informed consent (FirstRand Bank Ltd v Johnson and related authorities, 2024–2025).

9.2 An Introductory Commission is in addition to and does not reduce or exclude any other charges stated in the Client Agreement.

9.3 Where our payment for our services is intended to be paid exclusively through an Introductory Commission, should we be required to refund any such Introductory Commission to the Lender or provider or lose the right to claim any future Introductory Commission for any reason, including your cancellation of the product or non-payment of premiums, then we shall invoice you for and you shall be required to pay a fee equal to the amount of Introductory Commission that we must refund to the provider or Lender or would otherwise have been entitled to receive from the provider or Lender.

10. PAYMENT OF FEES

10.1 Our Appraisal Fee can be paid: (a) by debit or credit card via a secure payment link; (b) by cheque made payable to 'Pinpoint Commercial Finance Ltd'; or (c) via bank transfer to the account details shown on our invoice. **We will never change our bank details by email; if you receive an email purporting to do so, please call us on the number in clause 12.2 to verify before sending any funds.**

10.2 We cannot accept payment by cash or American Express, or bank transfer to any bank account other than as confirmed on our invoice.

10.3 Our Broker Fee may be paid by either: (a) adding this to your loan product advance and being paid by the lender or the solicitor upon completion; or (b) payment by cheque or bank transfer, as above.

10.4 Should you choose to add our fee to your mortgage or loan product, it will be incorporated within the monthly repayments and interest charged on it. The long-term cost effect is that you will pay interest on the additional amount of lending and that, spread over the term, the amount of the total fee will be more.

11. TERMINATION

11.1 We act on your behalf and on your authority and, therefore, you can withdraw your authority at any time without penalty but subject to the payment of our Fees incurred to the date of termination.

11.2 Where you are a consumer you have a 14-day right to cancel this Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask us to start work before the 14 days expire you expressly consent to immediate commencement and acknowledge that you will lose the right to cancel free of charge once the Service is fully performed; until then, if you cancel you will be charged only for work performed up to the point of cancellation. This will not impact any cooling-off period that you might have in respect of any Loan or other product.

11.3 If, after six months of us first submitting a Lending Proposal on your behalf, you have not received a Finance Offer then the Contract shall automatically terminate subject to clause 11.4.

11.4 If, after termination in accordance with clause 11.3, you continue to require our services then we may charge an additional Appraisal Fee to reassess your circumstances and the current market and enter into a new contract.

11.5 Without affecting any other right or remedy available to us, we may terminate the Contract or suspend our services immediately and without notice to you if: (a) we reasonably suspect that you have committed a breach of any term of the Contract; (b) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any similar procedure in the relevant jurisdiction; (c) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; (d) you fail to pay any amount due under the Contract on the due date for payment; or (e) there is a change of control (if you are a company) as defined in section 1124 of the Corporation Tax Act 2010.

11.6 If the Contract is terminated by either you or us, this will not prejudice any Lending Proposal or application already submitted on your behalf and, should a Finance Offer be made or an application accepted then, irrespective of termination of the Contract, our Fees will still be due and payable in accordance with clauses 6, 7 and 8 and we shall be entitled to retain any Introductory Commission in accordance with clause 9.

12. CLIENT SATISFACTION

12.1 We operate on the terms of the Code of Practice of the National Association of Commercial Finance Brokers ('NACFB') as amended (the Code), a copy of which is available on request or at www.nacfb.org.uk. We also operate in accordance with the NACFB Minimum Standards as updated from time to time, and we hold current NACFB membership.

12.2 Should you, for any reason, feel that you have not received a professional and confidential service and wish to make a complaint about any aspect of the service we have provided to you, you can do this by contacting us using the details below: **Mr K Humphreys, Pinpoint Commercial Finance Limited, York Eco Business Centre, Amy Johnson Way, Clifton Moor, York YO30 4AG, 01904 866100,** or **email: support@pinpoint.finance**

12.3 A written summary of our internal complaints handling procedure for the reasonable and prompt handling of complaints is available on request.

12.4 If we cannot reasonably resolve your complaint, you may be entitled to refer it to the Financial Ombudsman Service at **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. www.financial-ombudsman.org.uk 0800 0234567.**

12.5 The Financial Ombudsman Service will consider complaints from: (a) consumers (private individuals); (b) micro-enterprises (fewer than 10 employees AND annual turnover or balance sheet ≤ €2m); (c) small businesses (fewer than 50 employees AND annual turnover < £6.5m AND balance sheet < £5m); (d) charities with annual income < £6.5m; (e) trusts with net asset value < £5m; (f) personal guarantors of loans to such businesses; and (g) Consumer Buy-to-Let (CBTL) borrowers. The FOS award limit for complaints about acts or omissions on or after 1 April 2025 is up to £445,000 (indexed annually); lower limits apply to older complaints. To refer a complaint to FOS you must do so within six months of our final response, and within six years of the event or three years of the date you became (or should reasonably have become) aware of cause for complaint. Under FCA DISP rules we will issue our final response within eight weeks of receiving your complaint.

12.6 If the Financial Ombudsman Service is unable to consider your complaint or you feel that it is unable to resolve any complaint to your satisfaction, the Code stipulates the procedures available to you including mediation.

13. DATA PROTECTION AND DATA PROCESSING

13.1 During the course of providing our services to you we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history.

13.2 We treat all data received by you as being 'sensitive'. If you have any concerns about how we process or store your information, particularly 'Special Data' such as your medical history, criminal records information or information about children, please let us know and we can provide further details about our security and processing arrangements.

13.3 Most of the information you give us is covered by Data Protection Legislation. We are registered with the Information Commissioner's Office under registration reference ZA146757. References to GDPR should be read as references to the UK GDPR (the retained EU regulation as it forms part of UK law) and the Data Protection Act 2018. We hold and process your data on the lawful bases of contract performance, legal obligation, and legitimate interests under Article 6, and (where special category data is processed) on the basis of explicit consent or substantial public interest under Article 9. We retain personal data for seven years after the end of our relationship to comply with FCA, HMRC and PI insurer requirements, except where a longer period is required by law.

14. HOW AND WHY WE USE YOUR PERSONAL DATA

14.1 We will use information about you and your circumstances, as well as the personal data of any other individual that you give us or that we obtain in the course of your instructions, in order to provide our services to you and for the purposes of maintaining our records, for accounting and compliance procedures and for market analysis and activities.

14.2 We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

15. PERSONAL DATA PROVIDED BY YOU

15.1 When you or someone on your behalf (such as your bank, a Lender, or your other professional advisers or your doctor) provide us with personal data about you we rely on the accuracy of that data in order to provide our services to you. If any of the information that we are given about you is inaccurate it may result in delays or complications. It is therefore important that you check the accuracy of any information or documents that you provide to us.

15.2 Similarly, if you provide us with the personal data of other people (for example, family members) then we rely on you providing us with accurate data. If you hold that data in the course of a business then you must ensure, prior to providing such data to us, that you have suitable authority or lawful purpose to pass that data to us and for us to then process it in accordance with these terms for the purpose of providing services to you.

15.3 Please note that we will not be liable to you for any loss caused by the inaccuracy of any data that you have provided to us or that has been provided by a third party or for any loss attributable to a failure by you or any third party to comply with applicable Data Protection Legislation.

15.4 Any personal data that you provide to us about another person will be used in the course of providing our services to you and will then only be stored or used for the purposes of: (a) complying with our legal or regulatory obligations, including sharing your information with the Financial Conduct Authority or the Information Commissioner; (b) responding to requests from any applicable Lenders or other service providers that have provided services to you following our instructions; (c) for our own record keeping and business management, including market analysis and development.

16. WHO HAS ACCESS TO YOUR PERSONAL DATA

16.1 It is important to stress that we do not pass on or sell your personal information to third parties for marketing purposes.

16.2 Throughout the course of providing our services to you it may be necessary to send your personal data to Lenders or other service providers. We only do so in order to carry out the instructions that you have given us.

17. OUTSOURCING AND OUR SERVICE PROVIDERS

17.1 Inevitably, we do use third party suppliers to provide certain services to us and, in some cases, these suppliers may have some limited access to your personal information. This is only so that they can provide their services to us. We remain in control of your personal information and work closely with our suppliers to ensure that any personal information to which they have access remains secure.

17.2 Where these providers are based outside the UK (for example, in the United States of America), we require that your information is processed securely to a standard equivalent to that expected under the prevailing laws and regulations in England. All international transfers are made under a lawful transfer mechanism: a UK adequacy regulation, the International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses, or (for US transfers) the UK Extension to the EU-US Data Privacy Framework (the 'UK-US Data Bridge', in force from October 2023).

17.3 If you have a particular concern about our service providers having access to your information then please let us know so that we can take appropriate security measures.

17.4 We will notify the Information Commissioner's Office of a personal data breach within 72 hours of becoming aware of it where there is a risk to your rights and freedoms, and we will notify you without undue delay where the risk is high.

18. MARKETING

18.1 We may ask whether you consent to receiving marketing communications from us. It is important to stress that you can withdraw your consent to receive marketing communications at any time.

18.2 For marketing purposes, we only use non-sensitive personal information such as your name, email address, postal address, job title (where relevant), engagement with previous marketing activity and a record of the services that you have previously purchased.

18.3 We may send you information on a range of topics that we think will be of interest to you. You can modify your preferences at any time.

18.4 Whether or not you explicitly consent to receiving marketing communications, as you are a Client we consider, unless you tell us otherwise, that you consent to us contacting you in the future about issues relating to services you have previously bought from us or economic or market changes that relate to the services that we have previously provided to you and that we think might be of interest to you. This is because we believe that we have a 'legitimate interest' in sending such communication. You can ask not to receive such communication either by speaking to your adviser at the time that you use our services or by contacting us at support@pinpoint.finance. This 'soft opt-in' is operated under regulation 22(3) of the Privacy and Electronic Communications Regulations 2003. Every marketing email contains a one-click unsubscribe link.

18.5 If you choose not to receive marketing communications from us, this does not affect your ability to access our services or the way that we will provide those services to you.

18.6 If you consent to receiving marketing communications from us but subsequently withdraw that consent, we will retain some personal information about you to ensure we record and respect that decision and we will continue to hold personal information.

19. YOUR DATA RIGHTS

19.1 You have a number of rights concerning your personal data. These include: (a) the right to be informed; (b) the right of access; (c) the right to rectification; (d) the right to erasure; (e) the right to restrict processing; (f) the right to data portability; (g) the right to object; and (h) rights in relation to automated decision making and profiling.

19.2 In some situations these rights may conflict with our legal or regulatory obligations which will prevail. If you would like to exercise any of those rights, to talk about how we collect, store and process your data or if you wish to complain about how we have handled your personal data, please contact Keith Humphreys at: **E-mail: support@pinpoint.finance. Post: Data Protection Enquiry, Pinpoint Commercial Finance Ltd, York Eco Business Centre, Amy Johnson Way, Clifton Moor, York YO30 4AG.**

19.3 If you are not satisfied with our response or believe we are not processing your data in accordance with prevailing laws and regulations, then you can complain to the Information Commissioner's Office. You can obtain further details and guidance about your rights as a 'data subject' from the Information Commissioner's Office website at www.ico.org.uk.

20. LIMITATION OF LIABILITY

20.1 The limits and exclusions in this clause reflect the insurance cover Pinpoint Finance has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

20.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the term implied by section 13 of the Supply of Goods and Services Act 1982 (care and skill).

20.3 The following types of loss are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss. Notwithstanding the exclusions above, nothing in this Contract limits or excludes any liability we may have to you under section 138D of the Financial Services and Markets Act 2000 or under any other mandatory provision of law that cannot be lawfully excluded.

20.4 Unless the Client notifies Pinpoint Finance that it intends to make a claim in respect of an event within three months of the Client becoming aware of the event or the date when the Client should reasonably have been aware of the event, Pinpoint Finance shall have no liability for that event. The notification window in this clause is extended to twelve months. Where you are a consumer this clause does not limit any longer statutory limitation period that would apply by law.

20.5 The notice of a claim must be in writing and must identify the event and the grounds for the claim in reasonable detail.

20.6 This clause 20 shall survive termination of the Contract.

21. ASSIGNMENT AND OTHER DEALINGS

21.1 The Client shall not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of Pinpoint Finance.

22. ISSUES BEYOND OUR CONTROL

22.1 Neither party shall be in breach of a Contract nor liable for delay in performing, or failure to perform, any of its obligations under a Contract, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to: 'acts of god'; epidemic or pandemic; strike or other forms of industrial action; war; or acts of terrorism. Force majeure events also include: cyber-attack, ransomware or other malicious software, prolonged failure of telecommunications or internet services, failure of a third-party cloud provider, regulatory intervention, and disruption to lender systems outside our control.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. VARIATION

24.1 Pinpoint Finance may, without reference to the Client, alter or amend these Conditions at any time to reflect changes to the law or to the Service. We will only make changes for a valid reason (regulatory change, system change, security, or to add a new feature) and we will give you not less than 30 days' notice. Where you are a consumer the change does not apply to fees or core terms already accepted at the point you signed your Client Agreement, except where a regulator requires it. You may terminate the Contract without charge if you do not accept the change.

24.2 In the event of any other amendment to the Contract the parties shall agree these in writing.

24.3 Any document identified as a Supplementary Agreement shall, unless otherwise expressly agreed in writing, be considered to be a variation of the original relevant contract between the parties rather than an entirely new agreement.

25. ENTIRE AGREEMENT

25.1 These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26. THIRD PARTY RIGHTS

26.1 These Conditions are not intended to give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any other party to enforce any terms of these Conditions.

27. NOTICES

27.1 Any notice given to a party under or in connection with a Contract shall be in writing and shall be: (a) delivered by hand or by 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 address specified in writing for such use.

27.2 Any notice shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or 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 9.00am on the second Business Day after posting or at the time recorded by the delivery service; (c) if sent by email, not until receipt is acknowledged in writing.

27.3 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.

28. INITIAL DISCLOSURE DOCUMENT

28.1 We provide an Initial Disclosure Document (IDD) at the outset of any engagement which sets out our status, services, fees and commission arrangements in summary form. The IDD forms part of the Contract.

29. CALL RECORDING

29.1 Inbound and outbound telephone calls may be recorded for compliance, training and quality purposes. Recordings are retained for the period required by FCA rules and are available to you on request, subject to data protection law.

30. FSCS

30.1 As an FCA-regulated firm our regulated mortgage advice is covered by the Financial Services Compensation Scheme up to £85,000 per claim where we are unable to meet our obligations. Commercial finance broking is generally outside the scope of the FSCS. Further information: www.fscs.org.uk.

31. SEVERANCE

31.1 If any provision or part-provision of these Conditions or a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

32. GOVERNING LAW

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

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any Contract or its subject matter or formation.