



**Valentine  
Financial  
Services**

18 Birchwood Road  
Lichfield  
Staffordshire  
WS14 9UW  
Telephone - 01543 251689  
Facsimile - 01543 301917  
email - info@valentinefs.co.uk  
web - www.valentinefs.co.uk

**AN AGREEMENT BETWEEN**

**The Broker**      Valentine Financial Services  
**Address**        18, Birchwood Road,  
                          Lichfield, Staffordshire, WS14 9UW

**The Client**     \_\_\_\_\_  
**Address**        \_\_\_\_\_  
                          \_\_\_\_\_

**Appointment of the Broker**

1    **The Client appoints the Broker** to secure (within 60 days from the date of this Agreement or such additional period as is agreed between the parties) from a reputable lending source (“the Lender”) the issue of a formal Offer of funding (“the Offer”) on terms materially equivalent to those sought by the Client (but without regard to any conditions reasonably imposed by the Lender), as recorded in the form of Indicative Terms referred to in paragraph 1 of the Terms and Conditions overleaf.

**Liability to pay appraisal and arrangement fees**

2    **In consideration** of the appointment the Client will immediately **be liable** to pay the Broker:

***non refundable appraisal fee***

2.1    a non refundable appraisal fee of £[            ] for the purposes of assessing and preparing an application for funding on behalf of the Client (“the application”), payment to be made in full on the signing of this Agreement; and

***non refundable arrangement fee***

2.2    with effect from the date of issue of the Offer, a non-refundable arrangement fee of [    ]% of the gross value of such funding as is agreed in the Offer, payment to be made in accordance with Clause 3.



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**When Arrangement Fee is Payable**

3 Without prejudice to the Client’s liability to pay the arrangement fee under Clause 2.2, the fee **shall be paid** by the Client as stipulated below by the Broker:

- \* either a) forthwith on the issue of an offer
- \* or b) immediately the Client signs his acceptance of the Offer
- \* or c) on such other date as the Broker may at his discretion agree with the Client in writing.

*\* Delete as appropriate*

**SIGNED in acknowledgement and acceptance of the terms of:**

1. this Agreement (including the Code of Practice referred to in paragraph 7 overleaf)
2. the printed Terms and Conditions incorporated in paragraphs 1 to 8 inclusive overleaf
3. the Indicative Terms and Data Protection Act information

*The Client acknowledges that he has received such independent advice as he considers necessary before signing this Agreement and that neither the Broker nor anyone on the Broker's behalf has put any pressure, or other undue influence, on the Client to sign.*

**The Client \*authorises / does not authorise the Broker to contact him, by any means, with marketing material.**

*\*Delete as appropriate*

**Signed** .....

(the Broker/ an authorised Officer for and on behalf of the of the Broker)

**Signed** .....

(the Client/ an authorised Officer for and on behalf of the Client/ a duly authorised partner for and on behalf of each of the partners in the partnership who shall accordingly be deemed to be liable jointly and severally for the conditions of this Agreement)

**Dated** ..... day of ..... 20.....



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### **TERMS AND CONDITIONS**

#### **Indicative Terms**

- 1.1 Before signing this Agreement the Broker will complete a form of Indicative Terms. The Terms Shall be read and take effect as if they formed part of this agreement.
- 1.2 Revision to the Terms will not affect the liability of the Client to pay the arrangement fee, unless the revision required is so fundamental that the Terms, as revised, materially fail to meet the requirements of the Client, as recorded in the original form of Indicative Terms.

#### **The Client's Duty to the Broker**

- 2 The Broker relies on the Client for the accuracy of statements, information and representations notified in writing to the Broker by the Client, or by his professional advisers, for the purposes of negotiating terms on behalf of the Client. The Client agrees fully and completely to indemnify the Broker from the consequences of, or in respect of any loss caused by, inaccuracies or misrepresentations for which he is responsible and on which the Broker has relied.

#### **Arrangement Fee**

- 3.1 The arrangement fee shall be paid without regard to the ability of the Client to satisfy all or any of the conditions stipulated by the Lender whether in the Offer or subsequent to its issue.
- 3.2 The Broker may receive a fee from the Lender. (Details may be obtained on completion of the loan.)

#### **Method of Payment of Arrangement Fee**

- 4 The arrangement fee will be paid:
  - 4.1 by crossed cheque in favour of the Broker and sent to the address of the Broker; *or*
  - 4.2 by the Client's Solicitors (who are hereby irrevocably instructed by the Client to do so by way of copy of this Agreement) from funds held by them on the Client's behalf.



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### **Failure to Complete Offer**

- 5 In the event that the Offer is cancelled, or the Client fails or declines to sign the acceptance of the Offer. The arrangement fee will be paid by no later than three calendar months from the date of issue of the Offer.

### **Continuing Liability**

- 6 It is expressly agreed by the Client that the liability to pay the arrangement fee under Clause 2.2 shall continue notwithstanding that the Broker ceases to act for the Client, for whatever reason, subsequent to the signing of this Agreement.

### **NACFB Code of Practice/Complaints/Arbitration**

- 7 The Broker agrees to act on behalf of the Client in accordance with the terms of the prevailing edition of the Code of Practice of the National Association of Commercial Finance Brokers (a current copy of which is available on request from the Association). The Code stipulates the remedies available to the Client in the event of a complaint or other dispute (after exhausting the Broker's own complaints procedures).

### **Definitions**

- 8 A reference to a party shall include reference to a partnership, body corporate, unincorporated association, assignees or successors in title. Words in the singular shall include the plural and words indicating a particular gender shall include the other gender.
- 9 This Agreement shall be construed in accordance with English Law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts.





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*The Broker cannot guarantee that these terms will be achieved. Any lender selected by the Broker will undertake a thorough examination of the Client's ability to service the loan. This will include approval of accounting and financial information and a valuation for bank purposes of any property offered as security.*

*Approval of this information is at the sole discretion of the lender (and not the Broker). A number of factors, beyond the control of the Broker, may emerge in the course of this process and cause the lender to weight, or vary, the terms indicated in this memorandum which will be revised accordingly.*

*It is, for example, normal practice for a funder to require:*

- *adequate insurance on, for example, Buildings, Plant, Machinery and Stock*
- *appropriate life or term assurance, including keyman insurance*
- *guarantees from such parties as it considers appropriate*
- *an independent valuation, for bank purposes, of property(ies) offered as security*
- *retentions for repairs to the security, if advised by its valuers*
- *detailed financial information including bank statements and audited accounts*
- *independent Solicitors to complete the loan documentation*
- *the inclusion of conditions specific to the loan (in addition to its standard terms)*
- *such other information as is necessary to satisfy itself as to the viability of the application*

**Signed** ..... (Broker)

**Dated** ..... day of ..... 20.....



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## **DATA PROTECTION ACT 1998**

- In order to process the application for funding we will need to be supplied with information, including accounts and personal financial details, by you, the Client, and by other sources such as your Bank and credit reference agencies.
- We may also, when authorised by you in writing, apply for supplementary information from your professional or other advisers.
- We will record this information (whether in manually operated or automated systems) and retain it only as long as we are required by law to do so. We will keep it as securely as possible.
- We will use the information to assess the application, to approach a number of selected funders and, subsequently, in negotiations for the issue of an offer of funding with them.
- In order to do so, we will disclose such of this information as is necessary to negotiate terms with a funding source, with employees of this business, any guarantor required by the funder, any person or organisation necessary to comply with any legal or regulatory requirements to which we may be subject, and anyone else whom you may specifically authorise in writing.
- We may also use the information to monitor and analyse our business and, unless you instruct us in writing not to do so, contact you with details of products or services which may be of interest to you.
- In the event that we search with credit reference agencies, we will need to disclose information about you. The credit reference agencies will record details of our searches. If you would like details of the credit reference agencies please write to us at the address stated.
- You have the right to apply to us for details of the information we hold about you. An administrative charge may be made by us for doing so.