

Terms of Business

This document sets out our commitment to our clients ('you') and sets out the principles we seek to uphold at all times. We are committed to providing a high standard of professional service for all our clients.

We do not require you to sign or countersign or otherwise indicate agreement to these Terms of Business. However, you are deemed to agree to them, and to be bound by them, if you engage us to act for you.

Broadway Leasing Limited ('we/our/us'), registered office 2nd Floor Hanover House, 30 Charlotte Street, Manchester, M1, company number 03553267, is authorised by the Financial Conduct Authority (FCA). Our FCA reference number is 720654.

Services

We introduce/refer clients to lenders for the purpose of obtaining finance for the provision of, primarily, business equipment (the goods) and advise you of the terms of the finance agreement proposed and completion of the relevant documentation.

We only transact unregulated lease hire agreements and do not undertake any regulated consumer hire activity.

We do not act as agent for you and nothing contained in these terms and conditions shall constitute, or be deemed to constitute, partnership or joint venture between us.

We will act honestly and professionally and with due care and skill when making introductions and carrying out our obligations to you.

In addition, in certain circumstances, we may offer to provide finance ourselves to you if, in our opinion, it is in your best interests to do so.

We are not responsible for the performance or non-performance of the goods.

Remuneration

Our remuneration will (unless otherwise agreed) be in the form of a commission paid by the lender which will be agreed between us and the lender. We will not charge you any fee, commission or other payment (directly or indirectly) in connection with implementing or providing advice in relation to the finance agreement.

Identification and verification

We will carry out adequate identification and verification checks to meet our statutory and regulatory obligations. Copies of the checks will be provided to the lender, who will also carry out their own customer identification and verification process.

Data protection and confidentiality

In accordance with the General Data Protection Regulation (GDPR) and related UK data protection legislation, namely the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation (as amended or updated from time to time) (the legislation), we are committed to protecting the confidentiality and security of the information that you provide to us.

During the course of dealing with us, we will ask you to provide us with personal information (your personal data). For the purposes of the legislation, in respect of your personal data we are a controller. This means that we determine the purposes and means of processing this data, in order to carry out your instructions. We will collect, store, structure, use and disclose your personal data to enable us to discharge our duties to you, to liaise with third parties on your behalf and to comply with the law, update client records, produce management data, prevent crime and comply with regulatory requirements. Full details of our data protection responsibilities, what we will need to do with your personal data, and the various rights you have in relation to your personal data are incorporated into our Privacy Notice on our website www.broadwayleasing.co.uk and available on request.

All information supplied by you for the purpose of engaging our services, unless in the public domain, will be deemed and treated as confidential. We will only use such information for the purposes of obtaining finance and as set out in the privacy notice, and will not disclose it to anyone else without your prior written consent or where it is required by law or regulation to make such a disclosure.

Money Laundering, Bribery & Sanctions

As a company, we have in place anti-bribery and corruption policies and procedures in accordance with applicable laws, regulations and best practice.

Conflicts of interest

We consider, in view of our business profile, that it is extremely unlikely that our relationship with you is going to give rise to a conflict of interest. However, in theory, we, or one of our directors, could have an interest in a lending company, or circumstances could arise where our duties to you conflict with our duties to another client. If so, we will make you aware of the conflict of interest and we will obtain your consent before your instructions are carried out.

Security of e-mails

Whilst we take all reasonable security measures in relation to e-mails, there still remains a very small risk of interception. We cannot accept responsibility for any loss arising from a third party gaining access to e-mail between us. We will assume that you consent to the use of e-mail unless you tell us in writing that you do not.

Limitation of Liability

The provisions of this section sets our entire financial liability to you for all losses, claims and liabilities arising under or in connection with this agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise.

Nothing in this agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

Subject to the above, our total liability to you shall in aggregate be limited to £250,000 and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring, replacing goods or service or any indirect or consequential loss or damage.

Complaints

It is our intention to provide you with a high level of service at all times. If there are occasions when we do not meet these standards and you wish to make a complaint about the services we provide then you may do so in writing or by fax, email, telephone or in person. We may ask you to put your issues in writing to ensure that they are clearly understood. Please address your complaint to the Managing Director at our registered address.

If we are unable to resolve a complaint to your satisfaction you may have the right to take your complaint to the Financial Ombudsman Service, details of which will be provided upon request or when answering your complaint or can be found at www.financial-ombudsman.org.uk.

Third Party Rights

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Termination

Either party may terminate the relationship under these Terms of business on written notice to the other with immediate effect.

Severability

If any provision of these Terms is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

If any provision of these Terms is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletions as may be necessary to make it valid and enforceable.

Jurisdiction and Law

These terms shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Agreement

Your continuing instructions amount to your acceptance of these terms. Unless otherwise agreed, these Terms apply to any future instructions you give to us.