

TERMS & CONDITIONS



Direct 2 Lender
PRIVATE FINANCE

Access to this Site and the use of information contained on it is governed by the terms and conditions set out below. As these terms and conditions are for the protection of both you and Direct 2 Lender Private Finance Ltd we advise that you please take the time to read them carefully.

By using this Site you will be deemed to have accepted these terms and conditions. Please note that this Site is owned and operated by Direct 2 Lender Private Finance Ltd and that references to “we”, “us” and “our” mean Direct 2 Lender Private Finance Ltd

Who are we?

Direct 2 Lender Private Finance Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under FCA No 698343. The FCA does not regulate Development Finance or some forms of buy-to-let and commercial mortgages. Our registered office is Regina House, 124 Finchley Road, London NW3 5JS (Registered in England No 07617049).

We are not a lender or insurer and do not act on behalf of any lender in providing product information. The lender’s terms will apply to any application you make through us.

Our role

We are able to act as mortgage brokers. If we are providing advice or any information, we aim to ensure that the data provided is accurate and current and we update the site on a regular basis. We cannot guarantee either the accuracy or the timeliness of such information and give no warranty of any kind, expressed or implied.

As a result we make no representation or warranty about the accuracy, completeness or suitability for any purpose of the information and related graphics published on this site. This site may contain technical and factual inaccuracies, misrepresentations, omissions or typographical errors. Any liability we may have for such content however arising is expressly excluded to the fullest extent permitted by law.

Indemnity

You acknowledge that you are solely responsible for the use to which you put this website and all the results and information you obtain from it and that all warranties, conditions, undertakings, representations and terms whether expressed or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law.

Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to the website hereby disclaim

to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use this website.

Interruptions and omissions

Whilst we take every care to ensure that the standard of this website remains high to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of services and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this website (or any particular part of it).

Access

We reserve the right to deny users access to the Site or any part of the Site without notice and to decline to provide the service to any user that is in breach of these terms and conditions of use.

Force majeure

We shall not be liable to you for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through the Site resulting from any event or circumstance beyond our reasonable control including, without limitation, strikes, lock outs and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.

Applicable law and jurisdiction

These terms, disclaimers and exclusions shall be governed and construed in accordance with English Law and any disputes arising in relation to these disclaimers and exclusions, or your use of the SPF Private Clients site, shall fall within the exclusive jurisdiction of the English courts.

Invalidity

If any part of our Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Important information on Direct 2 Lender Private Finance Ltd

We are required to verify the identity of individuals or companies in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations. No transaction will be able to complete until such verification has been obtained. We may use electronic identity verification systems similar to those used for credit checks and



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we may conduct these checks from time to time throughout our relationship, not just at the beginning.

We cannot be held responsible if you are refused a mortgage by a particular lender or only granted one subject to conditions that you find unacceptable.

As part of the mortgage application process, information provided by you may be passed to credit reference agencies.

Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

Mortgages

Advising and arranging is covered up to a maximum limit of £85,000. Further information is available from the FSCS at www.fscs.org.uk

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No third party is permitted to link any other website to this Site without obtaining prior written consent from Direct 2 Lender Private Finance Ltd.

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The contents of this Site including these terms and conditions are subject to change by us without notification to you. We accept no responsibility or liability for keeping the information in this Site up to date or for any failure to do so.

Disclaimer

The information contained in this Site is for information purposes only. Whilst every care has been taken in its preparation we do not make any warranties or representations as to its completeness, accuracy or reliability. Although we have made all reasonable efforts to ensure that all of the information on the Site is accurate at the time of inclusion, we do not represent that this is the case and it should not be relied upon as such.

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You will ensure that your use of this Site complies with all applicable laws and regulations, including but not limited to those principles of law which protect against compromise of copyrights, trade secrets, proprietary information and other intellectual property rights, liable or defamation of character, invasion of privacy or tortious interference.

No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

You agree not to post or publish any offensive, defamatory or unlawful material that could encourage or constitute a criminal offence, civil liability or violation of any law.

Direct 2 Lender Private Finance Ltd reserves the right to monitor or review the contents of the Site but is not obliged to do so and assume no liability or responsibility for the contents therein. Direct 2 Lender Private Finance Ltd reserves the right to remove any materials posted to the Site at its absolute discretion.

Direct 2 Lender Private Finance Ltd may disclose your identity to relevant parties to aid any investigation. You warrant that the information you enter on this Site is accurate and you indemnify us in respect of any damage or legal costs arising out of any action taken against us in respect of the material posted by you.