

Terms of business — dealer offer and warranty

Mann Island Finance Limited of 5 St Paul's Square, Liverpool, L3 9SJ

We (**'the Dealer'**) agree that the following terms and warranties (**'Terms of Business'**) will apply in respect of each and every proposal (in each case, **'the Proposal'**) we submit to Mann Island Finance Limited (**'MIF'**) on or after the date of this document whereby we offer to sell MIF a vehicle (**'the Vehicle'**) for onward sale to a third party funder (**'the Funder'**) who upon acceptance will enter into a finance agreement (**'the Finance Agreement'**) in respect of it with a customer(s) (**'the Customer'**).

We are aware that the Funder may be MI Vehicle Finance Limited of Reading International Business Park, Reading, RG2 6AA (**'MIVF'**), a member of the same group of companies as MIF, in which case the warranties set out in this document are provided to either or both of MIF and MIVF as the context requires. And we unconditionally warrant in respect of each and every Proposal and generally that:

1. We are authorised by the Financial Conduct Authority (**'FCA'**) with the necessary level of permission or, if appropriate, we are an Appointed Representative of an Authorised Principal, in respect of all credit-related regulated activities connected directly or indirectly with the Finance Agreement or the circumstances leading to the making of it. We have complied (and will continue to comply) with all relevant legal and regulatory requirements relating to consumer and data protection, anti-bribery and anti-money laundering requirements, including (but not limited to) treating customers fairly and, where applicable, the obligations set out in the FCA's Consumer Credit Sourcebook (**'CONC'**), the FCA Handbook and Policy Statements and any checklist or similar document provided by the Funder (all as updated from time to time) (collectively **'Legal & Regulatory Obligations'**).
2. We have also read, understood and will comply with the terms of MIF's Data Protection Policy (**'MIF's DPA Policy'**) and Operational & Usage Procedures (**'MIF's Operational & Usage Procedures'**) attached and/or as uploaded on the MIF point of sale system and as amended from time to time.
3. In accordance with Legal & Regulatory Obligations we will maintain complete and accurate records to demonstrate our compliance and will allow MIF or its agents to inspect them and other information related to Customers, Proposals and Finance Agreements for verification at any time on 48 hours' notice.
4. We are not MIF's agent and have no authority to act as such including no authority to receive communications from the Customer or negotiate on MIF's behalf or commit MIF to any obligations without MIF's prior written consent whether in relation to a Proposal or otherwise for any purpose.
5. We obtained the consent of the Customer (or, if appropriate, the Directors/Members of any limited liability Customer) both to their personal information (whether provided by the Customer or obtained by us) being disclosed to MIF and to the processing of this information by MIF and the Funders for all purposes connected with MIF's and/or the Funders' consideration of the Proposal, including identity and credit checking (extending to any financially linked third parties) and requesting settlement figures on existing MIF agreements on behalf of Customers in each case in accordance with MIF's DPA Policy and Legal and Regulatory Obligations. The Customer was made aware that MIF may refer the Proposal to MIVF, a linked company.
6. We have provided MIF with all and any information in our possession which may be relevant to MIF's or the Funder's decision to proceed with the Proposal, including any information provided to us by the Customer, which is complete and accurate to the best of our knowledge and which we have no reason to doubt. We will provide MIF with any further such information as soon as it comes to our attention.
7. We will comply with MIF's Operational & Usage Procedures. We understand and agree that MIF or the Funder may decline to proceed with the Proposal or impose conditions without giving us a reason at any time before the Finance Agreement has been signed by both parties and our invoice paid; and that we will not challenge any such decision or hold MIF or the Funder liable for any loss we incur as a result.
8. No misrepresentations have been made to the Customer by us or, to the best of our knowledge, any third party regarding the nature or terms of the Finance Agreement, the Vehicle or its use, or any peripheral matters which the Customer would regard as being linked to the Finance Agreement and we have not agreed any variation to the terms of the Finance Agreement with the Customer, whether orally or in writing and whether by way of amendment to the Finance Agreement or by separate agreement.
9. If the nature or terms of the Finance Agreement differ from those originally sought by the Customer or from the Proposal in any respect, we have explained and ensured the changes are acceptable to the Customer. In particular, if the Customer applied for hire purchase finance in excess of the Funder's loan-to-value parameters and was therefore offered a 'top up loan', this was explained to and accepted by the Customer.
10. In accordance with Legal & Regulatory Obligations we have notified MIF if we are concerned the Customer is unable to understand the Finance Agreement and its consequences or to make an informed decision as to entry into the Finance Agreement despite any extra assistance we have provided (e.g. if the Customer does not have a good understanding of English, or we suspect the Customer has a mental capacity limitation or is otherwise in any way vulnerable).
11. In accordance with Legal & Regulatory Obligations we have given due regard to the Customer's needs and circumstances (including whether the product is affordable). The Finance Agreement is not unsuitable for the Customer and we are unaware of any issue which might give the customer grounds for withholding payment of any sum due under the Finance Agreement. We will notify you of any information in our possession that leads us to believe that the Finance Agreement may not be affordable for the Customer.
12. The Finance Agreement was complete and accurate when signed by the Customer and we have inspected and verified the Customer's original identity documents, are satisfied that they are genuine and have taken true copies. We are satisfied that any signature(s) on those documents match those on the Finance Agreement and that the identity of the Customer as described in the Finance Agreement is correct.
13. The Vehicle is our property, free of any third party claim and title will pass to MIF upon payment of our invoice, which will constitute MIF's acceptance of our offer.
14. We agree that for the duration of this Offer and Warranty MIF may raise self-billing invoices in respect of all supplies provided by us and we hereby agree to enter into a self-billing agreement with MIF on such terms as MIF may specify in order to effect the self-billing invoice arrangements with MIF.

15. The purchase price for the Vehicle stated in the Finance Agreement is the original price for the Vehicle agreed with the Customer and does not exceed the fair market price or contain any element of a payment due to a third party such as under a finance agreement on an existing vehicle or connected items such as (but not limited to) insurance, tax, maintenance or warranty (save to the extent specifically disclosed in the Proposal). Any advance payment or deposit stated has been paid to us and where applicable represents a genuine part-exchange allowance.
16. The Vehicle is in good condition, of satisfactory quality and free from defect; reasonably fit both for the purposes of the Customer (including any specific purpose expressly or implicitly indicated to us by the Customer) and for the purpose of being the subject of the Finance Agreement and otherwise fully conforms to any express or implied description or representation made by us to MIF or the Customer; the subject of a valid MOT certificate; not an import unless expressly agreed by MIF and accompanied by any necessary supporting documentation, or subject to insurance write-off unless HPI has confirmed the removal of the write-off marker.
17. We have verified that the Vehicle is covered by a fully comprehensive insurance policy in the Customer's name or provided by us under a 7-day insurance offering.
18. If we breach any of these warranties, we will (if MIF asks us to do so) immediately repay the price of the Vehicle to MIF (including any advance payment by the Customer) in cleared funds whereupon such right and title in the Vehicle as MIF then has will retransfer to us (but without any warranties from MIF including but not limited as to its whereabouts or condition, and without MIF or the Funder being liable to arrange its delivery to us).
19. In accordance with Legal & Regulatory Obligations we have complied with CONC and any FCA Policy Statements or other legal and regulatory requirements in respect of transparency regarding our status as a credit broker and the disclosure of commission in particular but not limited to disclosure of the fact that we will receive a commission from MIF; and, at the request of the Customer, the amount of commission payable to us by MIF. We have complied with all and any fiduciary obligations we owe to the Customer.
20. We have not and will not seek payment of any fee, commission or other payment from the Customer in connection with the Proposal and Finance Agreement.
21. We will repay all commission paid to us by MIF in full and on demand:
 - i) In the event of fraud or misrepresentation by the Customer or us in respect of the Finance Agreement or the circumstances leading to the making of it;
 - ii) If the Customer exercises a statutory right to cancel or withdraw from the Finance Agreement, or early or part settles having made fewer than the requisite number of consecutive repayments in MIF's agreement with the Funder;
 - iii) In the event of a default notice being issued to the Customer, any sum payable under the Finance Agreement being written off or rescheduled, the Finance Agreement terminated or the Vehicle repossessed by the Funder at any time during the life of the Finance Agreement;
 - iv) If the Customer makes a complaint to us, MIF or the Funder or withholds any payment due to the Funder under the Finance Agreement on the basis the Vehicle is of unsatisfactory quality and MIF reasonably considers the complaint is well-founded and we are unable to resolve the complaint to MIF's and/or the Funder's satisfaction within a reasonable timeframe (which we will use our reasonable endeavours to do).
22. We will indemnify MIF (and/or MIVF, if MIVF is the Funder and we have failed to comply with our regulatory or other obligations connected with the Finance Agreement or the circumstances leading to the making of it) on demand against all losses, costs (including but not limited to legal costs) and other expenses or fines or penalties incurred, and acknowledge that MIF may terminate our relationship with immediate effect (without prejudice to MIF's ability to enforce the warranties set out in this document) as a result of:
 - i) The Financial Ombudsman Service (FOS) or a Court of law upholding a complaint or claim by the Customer relating to or arising out of an act or omission by us (and any adverse finding of fact by FOS or a Court as to a vehicle's condition shall be treated as a finding of fact for the purposes of warranties 16 and 22 herein).
 - ii) Any breach by us of the warranties set out in this document.
23. If any sum payable by us to MIF (and/or, if applicable, MIVF) is overdue, we will pay interest on that sum at 4% per annum above the Finance House Base Rate.
24. We acknowledge that MIF may set off any sums payable by us to MIF against any sums payable by MIF to us including but not limited to commission payments.
25. We will not disclose any information of a commercially sensitive nature made available to us by MIF without MIF's prior written consent unless we are required to do so by law.
26. We acknowledge that your Rates and Terms as currently in force as notified to us and as updated from time to time shall apply to the Proposal.
27. We acknowledge and agree that MIF may in its absolute discretion vary this Offer and Warranty by not less than 30 days' written notice and any such variation will apply to all Proposals submitted after the date on which such variation is stated to take effect.
28. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales; and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.
29. If we have signed a written agreement with MIF (whether that be a Dealer Offer and Warranty or longer form trading agreement) then for the avoidance of doubt the terms of the signed agreement shall apply and supersede these Terms of Business to the extent that they differ or conflict with these terms of business.

Operational and usage procedures

MIF may in its absolute discretion vary these Procedures by not less than 30 days' written notice and any such variation will apply to all Proposals submitted by you after the date on which such variation is stated to take effect. These Procedures should be read alongside your Legal and Regulatory obligations pursuant to the terms of your FCA authorisation, the Engagement Letter, the Terms of Business – Dealer Offer and Warranty and the MIF Data Protection Policy. Capitalised terms in these Procedures shall have the meaning set out in your Dealer Offer and Warranty unless otherwise specified.

1. If Mann Island Finance Limited ('MIF') is prepared to proceed with a Proposal, it will be referred to potential Funders, which may include MI Vehicle Finance Limited ('MIVF'). You will ensure the Customer is aware of this and that MIF and each potential Funder may carry out credit reference agency searches for the purposes of checking the Customer's identity and credit history as set out in the Data Protection Act Policy. Searches must be made on an 'opt-in' basis (extending to financially associated third party data) and we will be unable to proceed with the Proposal if the Customer wishes to 'opt out'.
2. MIF will inform you if the Proposal is rejected by any or all of the Funders to which it is initially referred. MIF will also advise you if we would propose to refer the Proposal to one or more additional Funders, who may also carry out credit reference agency searches, in which case you will obtain the Customer's consent to our doing so.
3. MIF will have absolute discretion to reject any Proposal without giving reasons, as will any Funder to whom the Proposal is referred. You must not give any indication to the Customer as to the likely outcome of any Proposal and will not challenge or discuss with the Customer any decision by MIF or the Funder to decline any Proposal or impose any conditions. Any such decision will be final and neither MIF nor the Funder will have any liability to you in any way whatsoever arising from a rejection of the Proposal.
4. The Funder will notify you if a particular Proposal is approved, in which case you must ensure that:
 - i) The Customer is made aware of any and all conditions attached to the Offer of Agreement, and that those conditions are acceptable to the Customer. The Customer must not sign the Finance Agreement until all conditions attached to the Offer of Agreement have been met.
 - ii) If the nature or terms of the Finance Agreement differ from those originally sought by the Customer or from the Proposal in any respect, you explain and ensure the changes are acceptable to the Customer. In particular, if the Customer has applied for hire purchase finance but the Funder considers the amount of credit sought is outside acceptable loan-to-value parameters (whether on the basis of the Vehicle's current or anticipated future value) and therefore offers to provide a lower amount of credit under the terms of a hire purchase agreement in conjunction with a 'top up loan', you will ensure that position is fully explained and acceptable to the Customer.
 - iii) You advise the Customer to read and allow the Customer sufficient opportunity to consider the terms of any CCA regulated agreement and any pre-contract information before entering into it
 - iv) Where the Customer is entering into a CCA regulated agreement for credit of up to £60,260, you provide the Customer with an adequate explanation of the matters referred to in CONC 4.2.5R (which, where MIVF is the Funder, are set out in the sheet headed 'Your Agreement Explained') to enable the Customer to make an informed choice. You must advise the Customer to consider the information and that the Customer is able to take the information away. You must also provide the Customer with an opportunity to ask questions about the Finance Agreement and advise the Customer of how to ask for further information and explanation, which you must enable the Customer to do without incurring undue cost or delay.
 - v) If you suspect the Customer has difficulty understanding the Finance Agreement and its consequences, extra care is taken to ensure the Customer can make an informed decision; for example, if the Customer does not have a good understanding of the English language, you consider alternative methods of providing the information referred to in paragraph 4 iv) above, such as providing the information to a friend or relative who can assist the Customer. If you remain concerned that the Customer is unable to make an informed decision in those circumstances or, for example, because the Customer has a suspected mental capacity limitation or otherwise appears vulnerable, you must notify MIF immediately.
 - vi) The Contract Documentation given to the Customer to sign is complete and accurate, in accordance with the Funder's standard documentation provided to you by the Funder and in no way subject to amendment or alteration by you.
 - vii) Where signature of the Contract Documentation takes place in your presence, you inspect/verify the Customer's original identity documents for anti-money laundering purposes face to face and on the same occasion.
 - viii) The Contract Documentation is forwarded to MIF, to be received as a single pack no later than 90 days after the date of the Offer of Agreement, or such shorter period as may be specified in the Offer of Agreement. If you submit incomplete documentation and/or submit documentation after this period expires and/or after the Offer of Agreement has been withdrawn (whether or not MIF or the Funder has notified you of the withdrawal), MIF and/or the Funder will have absolute discretion to refuse to complete the Transaction. Where the Contract Documentation is sent to MIF electronically in the first instance, the originals must be submitted to MIF on request.
 - ix) Where the Vehicle is second-hand and the subject of an existing finance agreement, that you have settled the balance due under the existing arrangement and arranged removal of the corresponding notification at HPI and/or Experian before completion of the Transaction.
5. Once MIF has received the Contract Documentation and is satisfied that all conditions set out in the Offer of Agreement have been complied with, MIF will pass the Contract Documentation to the Funder and, assuming both MIF and the Funder remain willing to proceed with the Transaction, the Transaction will be completed by our payment of:
 - i) The purchase price of the vehicle less the deposit;
 - ii) Any commission due to you.
6. Until such time as a Transaction has completed, MIF and/or the Funder will have absolute discretion to refuse to complete the Transaction (and, in the Funder's case, to withdraw the Offer of Agreement) if MIF and/or the Funder become aware of any information which materially affects the Transaction, or which MIF and/or the Funder reasonably consider would, if it had been known at the time, have resulted in the Proposal being rejected or the Offer of Agreement being made on substantially different terms. It will be your responsibility to check with MIF that we and the Funder remain willing to proceed with the Transaction before releasing the Vehicle to the Customer; if you allow the Customer to take delivery of the Vehicle before obtaining such confirmation, this will be at your own risk.

7. The Terms of Business - Dealer Offer and Warranties apply to all Transactions.
8. MIF will notify you once the Transaction has completed. As soon as you receive such notification from MIF, you must arrange for the Vehicle to be collected by or delivered to the Customer.
9. If requested by MIF, the original Contract Documentation must be received by MIF within 7 days of our payment of your invoice.

Point of Sale Systems (POS)

10. To enable you to use the POS, MIF will provide you via a named email account as provided by you with a link to the POS. You will gain access to the POS System via a username and password. You acknowledge that you will be wholly and entirely responsible for ensuring that:
 - i) the POS is only accessed by those of your employees who are trained and competent;
 - ii) no misuse of the POS occurs as a result of the use of your username and password, whether or not by you or your employees including but not limited to the wrongful disclosure and/or processing of Customer Information;
 - iii) Use of the POS, whether or not by you or your employees, will be strictly restricted to activity which is required to further the purposes of this Agreement, including but not limited to the submission of a Proposal.
11. MIF will use its reasonable endeavours to ensure that the POS is available for your use during the your normal working hours, but will not be responsible for ensuring that the POS is operating at any given time, nor for the performance of the POS to any given standard when operational. In particular, MIF will not be responsible for downtime necessitated by maintenance and/or business operational processes.
12. All Intellectual Property Rights in connection with the POS are the property of MIF or its third party suppliers and you will use all reasonable endeavours to ensure that such rights are not infringed, whether by you or by any third party.
13. Upon termination of any employee with access to the POS, you must notify MIF as soon as applicable and at least within 30 days.
14. MIF reserves the right to delete data collected through the POS at its sole discretion.
15. MIF accepts no liability for the maintenance or retention of any data collected on the POS.

MIF data protection policy

We may in our absolute discretion vary this policy by not less than 30 days' written notice and any such variation will apply to all Proposals submitted by you after the date on which such variation is stated to take effect. This Policy should be read alongside your Legal and Regulatory obligations pursuant to the terms of your FCA authorisation, the Engagement Letter, the Terms of Business – Dealer Offer and Warranty and the Operational And Usage Procedures.

1. We wish to ensure that we conform at all times with both the letter and the spirit of the Data Protection Act 1998 ("DPA"). Furthermore, we expect dealers to do the same.
2. In particular, we wish to ensure that we do not process 'personal data' (as defined in the DPA) without the consent of the relevant individual. It is your responsibility to ensure that all necessary DPA consent is obtained from any relevant individual before his/her personal data is passed to us. Failure to comply with this Policy will be a breach of the Terms of Business – Dealer's Offer and Warranties.
3. Such consent must, for example, be obtained from:
 - i) Any individual proposing to enter into a Finance Agreement in respect of which you submit a Proposal to us;
 - ii) All partners in a partnership;
 - iii) Individual directors of limited liability companies where the tangible net worth is £50,000 or less; and
 - iv) Any individual who will be providing the Funder with a personal guarantee.
4. Such consent must:
 - i) Extend to all activities detailed in the DPA Notice contained in our standard documentation, as may be amended by us from time to time in order to reflect DPA best practice. This includes credit reference agency searches by us and potential Funders, using information relating to the Customer and any financially linked third party (we do not offer an 'opt out' facility in respect of financial associate searches).
 - ii) Be effective whether or not the Proposal to which the consent applies results in the Customer entering into a Finance Agreement.
5. Furthermore, this consent must:
 - i) Allow Us to use information disclosed by you for the purpose of assisting you and/or us and/or any Funder involved in the proposed Transaction with the gathering of Customer Information regarding that individual and/or the submission of a Proposal in respect of that individual and/or the completion of a Finance Agreement with that individual.
 - ii) Allow Us and any proposed Funder to use all such personal information for identity verification and credit assessment as part of the finance application, including carrying out credit reference agency searches and/or recording details with fraud prevention agencies. It must be clear to the individual that these searches/records will be available for others to access and use for purposes such as checking other finance applications, recovering debt, checking insurance proposals/claims and in connection with job applications or employment.
 - iii) Inform the customer that if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering, and that further details explaining how the information held by fraud prevention agencies may be used can be obtained by contacting Customer Services at Mann Island Finance on 0370 600 6668, at enquiries@mannisland.co.uk, or by post at Mann Island Finance Limited, 5 St Paul's Square, Liverpool, L3 9SJ.
6. Confirmation that consent to search has been obtained in compliance with the terms of this DPA Policy must be provided in respect of each Proposal submitted to us.
7. If the circumstances of a given Transaction make it difficult for you to obtain such consent direct from any individual (for example, where finance is being arranged by one director/partner and you have no direct contact with his codirectors/ partners), you must obtain express confirmation from the individual with whom you are dealing that he/she is authorised to give DPA consent on behalf of any other relevant individuals.
8. You must retain a copy of the consent for not less than 6 years.
9. You must ensure the Customer can easily withdraw their consent and you will immediately advise MIF of such withdrawal.
10. You must not at any time process any Customer Information save as strictly required for the purposes of that Customer's application for finance and/or as specifically requested by MIF and/or may be specifically approved by the Customer.
11. You must at all times process Customer Information in accordance with the requirements of the DPA, CONC and all other Legal and Regulatory requirements. In particular:
 - i) You must at all times ensure you have appropriate technical and organisational measures in place to protect any Customer Information obtained, accessed or processed by you against any unauthorised or unlawful processing, accidental loss, destruction or damage.
 - ii) Where the Customer is seeking to enter into a Consumer Credit or Hire Agreement you will, where the Customer requests, disclose to the Customer from where their Customer Information was obtained (if not from the Customer), including the name and address of any credit reference agency you have consulted or which, where the Funder has decided not to proceed with the Proposal based on information obtained from a credit reference agency, MIF informs you the Funder has consulted.