

terms & conditions

1. Service

- a) These Terms and Conditions explain the service Enhance Financial Services Limited, trading as Magic Loans ("we") offer to you and the basis upon which we enter into an agreement with you. You should read them and be comfortable that you understand your and our rights and obligations under them. These Terms and Conditions may be added to or superseded by additional terms and conditions which apply to specific services that we provide.
- b) We offer an independent credit brokerage service. Upon being appointed by you to act on your behalf, we will act as your credit broker and will seek to find a lender who will offer a loan to you which meets your needs. We will only seek to place you with a lender offering you finance which is regulated by the Consumer Credit Act 1974 (the "Act"). The Act offers a number of protections for your benefit and if you would like more information about the Act contact your local Trading Standards Department or Citizens' Advice Bureau.
- c) Magic Loans is not a lender and does not offer loans. The lenders we will seek to introduce you to will decide whether to lend you any money, the amount they are prepared to lend and on what terms they will provide any finance, including the interest rates and charges applicable.
- d) You authorise us to act on any oral or written instructions we receive from you or anyone we reasonably believe is authorised to by you to give such instructions to us.
- e) The details provided overleaf are not an offer by us or any other person to lend money to you on those terms. The details of any loan we find for you may vary.
- f) We will seek to identify a suitable lender as soon as possible and in any event within 6 months from the date we enter into this agreement with you.

2. Fees & Refunds

- a) We will charge you a fee in return for acting as a credit broker on your behalf. The fee you have to pay us varies dependant on individual circumstances and the amount of the loan requested. You must pay this fee to us before we will start acting on your behalf.
- b) If we charge a fee for providing our service, if we are unable to find you a loan offer or financial solution or we are unable to introduce you to any services within 6 months you will be entitled to a refund minus £5 as set in the Consumer Credit Act 1974. If you wish to claim a refund in such circumstances, please write to us at Magic Loans, Cottage Street Mill, Cottage Street, Macclesfield SK11 8DZ. We recommend that you use recorded delivery when writing to us to request a refund so you can be sure we received your request. If we are able to find you a loan offer or financial solution we are entitled to retain the full fee for those services. If we introduce you to a lender or financier that makes you an offer in addition to the fee we may also receive a commission and you agree we retain this.

3. Your Information

- a) We collect information about you which you provide to us when you enquire about our services. We may also hold information about you which we have obtained from third parties such as third party list providers, other brokers and group companies.
- b) We may ask you for information about other individuals e.g. joint applicants, partners or spouses. By providing that information, you confirm that they have consented to you disclosing their details to us
- c) The information we hold will be used for a number of purposes e.g.
 - i. To provide our services to you.
 - ii. To assess your suitability for a product and/or service provided by a lender(s).
 - iii. To prevent fraud and money laundering. For audit purposes and analysis.
 - iv. To protect our legal rights and interests.
 - v. To comply with any legal obligations imposed on us.
- d) We may share your information with other third parties such as
 - i. Lenders to whom we introduce you.
 - ii. Other companies in our group to offer their products and services to you.
 - iii. Law enforcement and government agencies i.e. where we are

required to do so by law or it is in our interests to do so.

- a) Information may be shared with, or obtained from, credit reference agencies and fraud prevention agencies. Where a joint application is made, both records may be processed by the agencies and an association can be created.
- b) By agreeing to these terms and conditions you consent to us using your information to send to you details of other products and services, including those of other third parties. We may also share your information with third parties so that they can contact you directly about their products and services. You may be contacted by mail, phone, sms, email, automated calling or any other channel. If you do not wish to receive such information please write to the contact address below.
- c) You have a right to request a copy of the information we hold on you. We will charge the statutory fee of £10 for access. In order to obtain access, please write to the contact address below. We may request proof of your identity.
- d) Please write to us at the address below if you consider that any information we hold about you is inaccurate.
- e) Our address for all contact is Magic Loans, Cottage Street Mill, Cottage Street, Macclesfield SK11 8DZ.

4. General Provisions

- a) We may send information to you by phone, letter, e-mail, or SMS text
- b) We may monitor and record phone calls to or from us. We do this to check what was said and also to help us train our staff.
- c) Our registered office is Cottage Street Mill, Cottage Street, Macclesfield SK11 8DZ and our registered number is 5985471. We are licensed under the Consumer Credit Act 1974 for credit broking by the Office of Fair Trading (licence number 0601606) and registered with the Information Commissioner's Office (registration number Z9956143).
- d) These Terms and Conditions and the form overleaf set out the entire Agreement and understanding between you and us.
- e) We shall not be deemed in breach of this agreement or otherwise liable to you if we are prevented or hindered from performing our obligations under this agreement by reason of any event beyond our reasonable control.
- f) This agreement is governed by the laws of England. These Terms and Conditions are and all information provided to you before you enter into the agreement with us will be provided to you in English. We will communicate with you in English at all times.
- g) Other taxes or costs may exist which are not paid via or imposed by us.
- h) Each paragraph and subparagraph in these Terms and Conditions is separate from the others. This means that, if we cannot enforce any one paragraph or subparagraph, it will not affect our right to enforce any of the others.

5. Complaints

- a) We take any complaint regarding our practices seriously. Any complaints can be sent in writing to Customer Service Team at Magic Loans, Cottage Street Mill, Cottage Street, Macclesfield SK11 8DZ or email complaints@magicfinancegroup.com. Your complaint will be acknowledged within 5 days of receipt and we aim to provide a full response to your complaint within 28 days. If you are not happy with the response to your complaint you may be able to refer the matter to a regulatory body Full details of our complaints procedure, including your rights to refer your complaint to a regulatory body, are contained in our Complaints Procedure, which is available on request.