

Terms and conditions

About us

Pitch4finance.co.uk is a website and marketplace that compare your requirements against the lending parameters of our lending partners.

We provide a service which enables you to access, communicate and share documents with matched lenders. This will enable you make an informed decision before proceeding to your chosen provider for further information. Pitch4finance.co.uk also provides web-space for third parties to advertise their products.

We do not provide financial or other advice in relation to the products or services displayed, nor do we provide a recommendation or endorsement.

We offer impartial and independent matches, and our results are not ranked in order.

Summary

We set out below the important points for you to note when using our website. These summary points are not part of our Terms and Conditions and are for reference only. Before using our website, we recommend that you read all of our Terms and Conditions to ensure that you are happy with them. We suggest that you print a copy of these Terms and Conditions and keep them in a safe place for future reference.

You must only use the 'pitch4finance.co.uk' website for your personal use or, if a business user, for legitimate business purposes.

You must provide accurate and complete information when using this website so that we can provide matches. If you input incomplete or incorrect information whilst using this website and enter into discussion with an intermediary or lender on the basis of that information, your application for finance may be void.

All information data and copyright material contained on this website must not be reproduced or used without our consent.

We provide a financial lending introduction service and where you propose to enter into a separate agreement with a service provider, you should check their terms and conditions to ensure that you are comfortable with them.

These Terms and Conditions set out what you should do if you have a complaint against us or a product provider or service provider.

Terms of use

These Terms and Conditions and any other documents and policies which are incorporated by reference ("Conditions") are between Pitch4 LTD, a company registered in England and Wales with company number 13427481 whose registered office is at Unit 1, Verney House, 1b Hollywood Road, London SW10 9HS. ("we", "us" or "our"), and the person/entity and/or company that they represent, agreeing to these terms ("User", "you" or "yours").

Pitch 4 Finance is a trading style of Yellow Stone Finance (company number 10734241) authorised and regulated by the Financial Conduct Authority and our details are entered on the Financial Services Register under reference number: 814533

These Conditions tell you the terms on which you may use Our Site (as defined below) at <https://www.pitch4finance.co.uk> including any sub-domains and all other platforms including mobile and tablet as a registered User. We agree to provide Online Services (as defined below) to you in accordance with and subject to these Conditions. These Conditions form a legally binding contract between us, and you so please take the time to read them carefully and make sure you understand them.

If you are accepting these Conditions and register for an Intermediary or Borrower Account, you are acting on behalf of any applicants that you submit, and warrant that you: (i) have full legal authority to bind that applicant to these Conditions; (ii) have read and understood these Conditions; and (iii) agree to these Conditions on behalf of those applicants.

Your attention is particularly drawn to Condition 2 (Disclaimer and Limitations).

Please also read our Privacy Policy which explains how we will use any information about you that we receive. The Privacy Policy forms part of these Conditions.

1. Definitions and Interpretations

“Applicable Laws” means all applicable laws, regulations and regulatory requirements of England and Wales relating to the performance or receipt of the Online Services, as amended and in force from time to time.

“Borrower Account” means a user account on Our Site which the User can submit a Loan Enquiry as a Main Applicant.

“Intermediary Account” means a user account on Our Site which the User can submit a Loan Enquiry on behalf Main Applicant(s).

“Intermediary” means an intermediary who has registered for Intermediary Account to submit Loan Enquiries through Our Site on behalf of the Main Applicants.

“Main Applicant” means the person(s) who applies for finance through his/her own Borrower Account or the person whose Loan Enquiry is submitted by the Intermediary through the Intermediary Account.

“Conditions” means these Terms and Conditions, as may be amended from time to time. “Contents” means all and any of the content available on Our Site.

“Document Store” means the file storing and sharing service.

“Data Protection Laws” means, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“GDPR” means General Data Protection Regulation - (EU) 2016/679).

“Intellectual Property Right” means all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world.

“Lenders” means the third-party lenders who display their Loan Products on Our Site.

“Loan Enquiry” means a loan enquiry which the Registered User may submit through the Borrower Account or the Intermediary Account on Our Site.

“Loan Product” means any loan product or service of the Lenders that we display on our Sites following the submission of a Loan Enquiry by you.

“Our Site” means **www.pitch4finance.co.uk** and may be amended from time to time. “Online Services” means online services available on Our Site.

“User” means anyone using or accessing Our Site, and a registered User means the User who has registered for a Borrower Account or Intermediary Account.

“Personal Information” certain personal information about yourself which we may request you to provide when registering a Borrower Account or Intermediary Account on Our Site.

“Privacy Policy” means our privacy policy effective and in force at the relevant time, as made available [here](#).

2. Disclaimer and limitations

2.1. Your use Our Site and Online Services offered by us is at your own risk. Our Site, the Content and other services offered by us are provided "as is" and on an "as described" basis.

- 2.2. Our Site may contain hyperlinks to other websites (such as the websites of the Lenders) owned and operated by third parties. These third-party websites and resources have their own terms of use and privacy policies which you will need to comply with. We have no control over third-party websites, and we are not responsible for the availability of such websites. We do not accept any responsibility or liability for any third-party websites and your access and use of such services and content is at your own risk.
- 2.3. We are not a lender and therefore will not provide loan finance directly to you. We are a finance broker who find Lenders and providers of financial services for you. As such, we do not offer any advice or recommendation in connection with any of the Loan Products. We do not control the price, length of offers, or special conditions relating to the Loan Products.
- 2.4. Any examples of amounts available to borrow, terms (repayment periods) or rates stated on Our Site are purely given on the basis of the information about the Loan Products which we receive from the Lenders who remain fully responsible for their accuracy, errors, omissions or misstatements.
- 2.5. Please also be aware that the decision to offer any Loan Product is made by the Lender and we have no control over the decision making. The Lender will conduct an assessment on you before any decision or offer in relation to the Loan Product is made but, as far as we know, this may include a full assessment of your credit history past and present.
- 2.6. As such, we accept no liability whatsoever for the Contents and any information displayed on Our Site which, for avoidance of any doubt are provided without any warranties as to its completeness or accuracy.
- 2.7. To the fullest extent permitted by Applicable Laws, we (including its officers, employees and agents) expressly excludes conditions, representations, warranties (whether express or implied) and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability incurred by any user of Our Site, including, without limitation, any liability for:
 - a) loss of revenue, income, profits, contracts, business, goodwill, anticipated savings, reputation, data or information;
 - b) wasted management or office time;
 - c) any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly;
 - d) computer viruses or other computer related problems you suffer as a result of using this website, which are beyond our reasonable control. We recommend that you use your own appropriate virus checking software.
- 2.8. The exclusion and limitation of liability set out in this Condition 2 does not apply to:
 - a) liability arising from death or injury to persons caused by negligence;
 - b) liability arising as a result of fraud; and
 - c) anything else which cannot be excluded or limited by the Applicable Laws, to which no limit applies.
- 2.9. Subject to Condition 2.6, the aggregate our liability under or in connection with these Conditions, whether arising from contract, negligence or otherwise, shall be limited to 100% of the commissions paid or payable by the Lender in connection with the particular Loan Product in which the liability arises.

3. Online Services

- 3.1. We provide an independent Online Services which enables you to submit a Loan Enquiry and compare Loan Products provided by the Lenders.
- 3.2. By submitting the Loan Enquiry, you authorise us to:
 - a) display the Loan Enquiry on your Borrower/Intermediary Account;
 - b) share and submit your Loan Enquiry (together with all the information you have included in your Loan Enquiry) to the Lenders;

- 3.3. We shall have the right to remove, refuse to submit or require you to make changes to Loan Enquiry.
- 3.4. We shall have no liability to you for exercising our rights under this Clause 3.3.
- 3.5. Whilst we aim to process and submit all the Loan Enquiries almost immediately, you acknowledge that we cannot guarantee:
- a) any timescales required to submit your Loan Enquiry to the Lenders; and
 - b) the consistent availability of the Online Service and/or that delivery of Our Site will be uninterrupted or error free.
- 3.6. We shall not be liable for any downtime of Our Site, or any loss, costs or damage incurred by you as a result of any failure being beyond our reasonable control (including, but not limited to, war, epidemic, pandemic, industrial actions, floods or act of God, fire, inclement weather, legal restrictions, malicious and accidental damage) from time to time.
- 3.7. If we accept your Loan Enquiry, then:
- a) as soon as possible, we will submit it to the Lenders, and you will receive confirmation of this;
 - b) once the Lenders have agreed to offer a Loan Product which, following their own review and assessment of your Loan Enquiry, they consider matching your Loan Enquiry, we will display details of that Loan Products on the relevant Loan Enquiry screen on your Borrower/ Intermediary Account.
- 3.8. But it is your sole responsibility to ensure that the Loan Product matches your requirements.
- 3.9 Pitch 4 shall receive fees from the Lender which will be disclosed to you prior to the application. If you are an Intermediary, this fee will be deducted from the procuration fee you receive from the lender. The amount Pitch 4 retain from these is outlined in the matrix below.

	<i>Property Finance Loan</i>	<i>Business Finance Loan</i>
<i>Intermediary Account</i>	<i>0.35% of net loan</i>	<i>50% of commission from lender.</i>
<i>Borrower Account</i>	<i>We receive the fee directly from the lender. *</i>	<i>We receive the fee directly from the lender. *</i>

*If we do not receive a fee, we will charge 1% of the net loan amount on Property Finance loans, and 3% on Business Finance loans.

- 3.10. Our fees may be paid to us directly by the Lender, at their discretion.
- 3.11 In most instances we receive fees from the lenders to cover the costs in 3.9. If, however the lender does not pay a procuration fee, these fees will be required from yourselves. We will inform you of this on such occasions.
- 3.12. We may receive fees payable to you from the Lender, which we will notify you of and pay upon receipt of a valid invoice from you.

4. Borrower Account and Intermediary Account

- 4.1. In order to use certain Online Services on Our Site we will require you to register for your Borrower Account or Intermediary and, through that, provide certain Personal Information.
- 4.2. You agree to provide and maintain Personal Information which are truthful, accurate, current and complete as prompted by the relevant registration forms and features available on Our Site.
- 4.3. You will be required to verify the setting up of a Borrower Account or Intermediary Account through your email account. You will not be able to use Our Services until you have verified your Borrower Account or Intermediary Account.

- 4.4. We will keep your Personal Information secure and will use it only in accordance with our Privacy Policy.
- 4.5. When you register for your Borrower Account or Intermediary Account, your email will be used as a username and you will set a password that gives you access to your Borrower Account or Intermediary Account.
- 4.6. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur through your Borrower Account or Intermediary Account. You agree to:
 - a) immediately notify us if you become aware of any unauthorised use of your password or your Borrower Account or Intermediary Account or any other breach of security by sending an email to info@pitch4.com
 - b) set up a new password to your Borrower Account or Intermediary Account; and
 - c) ensure that you exit from your Borrower Account or Intermediary Account at the end of each session.
- 4.7. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements or if a third-party gains unauthorised access to your Borrower Account or Intermediary Account.
8. By using Our Site, you agree that:
 - a) you will not do anything that affects the integrity or security of Our Site or causes or may cause harm, damage or unreasonable inconvenience to other users of Our Site or us; and
 - b) you will not gather, extract, download, reproduce and/or display or advertise on any other website, other online or off-line service or otherwise, any material on or from Our Site, including but not limited to information relating to lending policies and financial agreements, whether that information has been gained by the use of spiders, data mining, trawling or other 'screen scraping' software or system used to extract data.

5. Customer checks and referencing

- 5.1. The Lenders may use credit scoring facilities and credit referencing agencies to determine your eligibility for the Loan Product.
- 5.2. Credit checks and credit reference agencies can also help prevent fraudulent Loan Enquiries which is why you must ensure that any information (including Personal Information) you submit through Our Site is true and accurate, as misleading information will be regarded as a breach of these Conditions and may result in the instigation of criminal procedures against you.

6. Indemnity

- 6.1. You shall indemnify us from and against all losses, actions, costs, demands, damages, expenses (including reasonable legal fees), penalties and claims without limitation brought against us, our officers, agents and sub-contractors arising out of or in connection with:
 - a) any allegation of fraudulent activity by you when using Online Services
 - b) your use of Our Site and/or Online Services otherwise than in accordance with these Conditions (and any other instructions issued by us to you from time to time; or
 - c) any breach by you of the Applicable Laws, including the Data Protection Laws; or d) any breach by you of the Privacy Policy.

7. Intellectual Property Rights

- 7.1. All and any Intellectual Property Right that we display on Our Site belong to us or our licensors and all such rights are reserved. You must not use such information or copyright material unless you have written permission from us to do so.
- 7.2. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on Our Sites for your own personal, non-commercial use, provided you do not otherwise breach these Conditions.

7.3. You will retain ownership of any content that you submit, or otherwise make publicly available on or through Our Site but you grant us a perpetual, irrevocable, transferable, worldwide, royalty free and unlimited licence to use such content in any manner and for any purpose.

8. Termination and suspension

8.1. We reserve the right to suspend or terminate providing any Online Services to you in which case you will receive a notice from us.

8.2. We have the right to suspend or terminate providing any Online Services immediately, without notice:

- a) you breach any of these Conditions; and/or
- b) you have been abusive to our staff; and/or
- c) we receive a complaint from a third-party (including but not limited to the Lenders) regarding your Loan Enquiry; and/or
- d) any competent law enforcement or compliance authority instructs, advises or makes a recommendation to us to that effect.

9. Variation

9.1. We may change, amend, modify, update or replace any of part of these Conditions at any time to reflect changes affecting Online Services, technology, licensing arrangements, payment methods, relevant laws and/or regulatory requirements.

9.2. When it happens, we will post these on Our Site and also updated the "Last Updated" date at the top of these Conditions.

9.3. We may also communicate changes to you by email. You are responsible for regularly reviewing these Conditions so that you are aware of any changes. Your continued use of Our Site or Online Services after any such changes constitutes your acceptance of the new Conditions. If you do not agree to (or cannot comply with) the Conditions as amended, please do not use Our Site or Online Services.

10. Notices, feedback and complaints

10.1. Any notices required to be given to you under these Conditions may be sent to the applicable account email address. Any notices required to be given to us under these Conditions must be sent to:

- a) Pitch 4 Finance, Unit 1, Verney House, 1b Hollywood Road, SW10 9HS; or
- b) info@pitch4.com

10.2. Notice is deemed to have been given upon transmission to the correct address, provided that any notice to issue any legal proceedings in relation to these Conditions must be confirmed within 48 hours by courier delivery or recorded delivery post to the correct address.

10.3. If you have any queries regarding Online Services or if you wish to share your thoughts or suggest how we can be improved, please:

- a) write to us: Pitch 4 Finance, Unit 1, Verney House, 1b Hollywood Road, SW10 9HS ;or
- b) email us on info@pitch4.com; or
- c) call us on 0800 7723 180.

10.4. Should you want to make a complaint regarding Online Services, please email us on info@pitch4.com together with an outline the subject of your complaint and in the case of complaints relating to a webpage (if possible) include a link to where the webpage which is the subject of your complaint may be easily located.

10.5. If you are not satisfied with our response, depending on the nature of your complaint, you may have the right to refer your case to:

- a) the Financial Ombudsman Service at Exchange Tower, Harbour Exchange, London, E14 9SR; telephone: 0800 023 4 567; email: enquiries@financial-ombudsman.org.uk; website [http:// www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/) - (if your complaint relates to the Loan Products); or

b)the Information Commissioner’s Office: Telephone: 0303 123 1113; website <https://ico.org.uk/concerns/> (if your complaint relates to how we have handled your Personal Information.

10.6.If you are unhappy with any Loan Product that you have obtained from the Lender or have any complaint regarding that Lender, you should address your complaint directly to the Lender.

11. General

11.1.We may engage sub-contractors, suppliers, third-party providers and/or other agents or affiliated companies to provide Online Services or any part of them.

11.2.Nothing in these Conditions shall be deemed to constitute a relationship of principal and agent (except as expressly provided in these Conditions), a partnership, joint venture, co-ownership or an employment relationship between you and us. Neither Party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

11.3.The Parties do not intend any third party to have the right to enforce any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.4.Except as expressly provided under these Conditions, the rights and remedies contained in these Conditions are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

12. Governing law and jurisdiction

12.1.These Conditions and any non-contractual obligations arising in connection with it shall be governed by the law of England and Wales, and each Party agrees to submit any dispute which may arise out of, under, or in connection with these Conditions including disputes relating to any non- contractual obligation, to the exclusive jurisdiction of the courts of England and Wales.