

[Company Legal Name]

Finance and Agreements Policy

Public finance offerings and private agreements documentation policy.

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Effective Date	[DD Month YYYY]
Applies To	Customers, visitors, and anyone engaging with our Stock Sector, Service Sector, or Agricultural Sector.
Contact	[Support Email] [Support Phone] [Business Address]

Important notice: This document is a template and should be reviewed by qualified legal counsel in Trinidad and Tobago before publication. Where any term conflicts with mandatory law, mandatory law prevails.

1. Purpose and scope

This Finance and Agreements Policy explains how **[Company Legal Name]** manages finance-related services and private agreements within our Service Sector. It is designed to support transparency and consistent documentation.

Our finance-related offerings may include: **Personal Loans, Hire Purchase**, and private forms used to record negotiations or arrangements such as **Sponsorships, Collaborations**, and **Investments**. Availability may vary.

Important: This Policy is not financial advice. We may decline to offer or proceed with any arrangement, and certain activities may require licenses or regulatory approvals. We intend to comply with applicable laws of Trinidad and Tobago, including any licensing requirements.

1.1 Relationship to your signed agreement

This Policy is a general guide. The **signed agreement** (Personal Loan, Hire Purchase, or other private agreement) sets the binding terms, including fees, interest, repayment schedule, default remedies, and dispute resolution. If there is any inconsistency, the signed agreement applies, subject to mandatory law.

2. At a glance

- Public finance offerings: Personal Loans and Hire Purchase (where available).
- Private forms: used to record negotiations/arrangements; not binding until signed and confirmed by the proper parties.
- We verify identity and may conduct affordability/credit checks where appropriate.
- All fees, interest, payment schedules, and key terms should be disclosed in writing before you sign.
- Late payments and default may result in fees, collection activity, and for hire purchase, repossession in accordance with the agreement and law.

3. Definitions

- **Public agreement:** A standard agreement we make available to customers (e.g., Personal Loan, Hire Purchase).
- **Private agreement:** A negotiated arrangement documented using our forms (e.g., Sponsorship, Collaboration, Investment discussions).
- **Agent:** A person who may facilitate arrangements. A document should state whether the agent signs personally or on behalf of the business.
- **Borrower:** Person receiving a loan.
- **Hirer:** Person taking goods under hire purchase.
- **Default:** Failure to comply with payment or other obligations under an agreement.

4. General principles

- **Written documentation:** We aim to document arrangements in writing, including key terms, dates, and signatures.
- **Transparency:** We aim to disclose pricing, fees, and risks clearly before you sign.
- **Identity verification:** We may require proof of identity and address to reduce fraud and support compliance.
- **Records:** We keep records of agreements, payments, and communications for reasonable periods for accounting, dispute resolution, and legal compliance.

5. Identity verification and eligibility

Before entering a finance-related arrangement, we may request:

- Valid identification (e.g., national ID, passport, driver's permit) and supporting details
- Proof of address
- Proof of income or ability to pay (where relevant)
- References or guarantor information (where relevant)
- Additional information depending on the transaction risk and the type of agreement

We may refuse or pause processing if we cannot verify information or if we reasonably suspect fraud, misrepresentation, or unlawful use.

6. Personal Loans (public offering, if available)

6.1 How it works

A Personal Loan is a cash lending arrangement documented in a written agreement stating the principal amount, fees (if any), interest (if any), repayment schedule, due dates, and consequences of late payment or default.

6.2 Disclosure and documentation

- You should receive a written agreement before funds are disbursed.
- Key terms should be clearly stated: total repayable amount, repayment dates, any fees, and any security/guarantee (if applicable).
- If any term is unclear, ask before signing.

6.3 Payments

- Payments may be accepted by the methods stated in your agreement (cash, transfer, card, etc.).
- Receipts should be issued or confirmation provided.
- Early repayment rules (if any) will be stated in the agreement.

6.4 Late payments and default

If you miss payments, late fees or interest may apply as stated in the agreement (subject to applicable law). We may contact you to resolve arrears and may take reasonable collection steps permitted by law.

7. Hire Purchase (public offering, if available)

7.1 How it works

Hire Purchase allows you to obtain possession of goods while paying over time. Ownership typically passes only after you complete payments, subject to the agreement terms.

7.2 Goods condition and warranties

Quality and condition of goods may be governed by applicable consumer and sale of goods principles, and by any manufacturer/supplier warranty provided. Keep all documentation.

7.3 Default and repossession

If you default, the agreement may allow repossession or recovery actions consistent with the agreement and applicable law. We aim to act reasonably and communicate clearly about arrears and remedies.

8. Sponsorships, collaborations, and other private agreements

We may use private agreement forms to record negotiations or arrangements with individuals or businesses. These forms are intended to improve clarity and reduce misunderstandings.

8.1 Non-binding discussions vs binding contracts

Some documents may be used at a negotiation stage and may not be binding until signed by authorized parties and marked as "Accepted" or "Executed". Always review the signature blocks to confirm who the parties are and whether the signatory is authorized.

8.2 Confidentiality

Where confidentiality is needed, a confidentiality clause or separate NDA may be used. We may decline to share sensitive business information until appropriate documentation is in place.

9. Investments

If we discuss any investment arrangement, it is intended to be private and subject to due diligence, documentation, and compliance with applicable law. We do not offer investments to the public through this Policy. Any investment arrangement must be documented in writing and may require professional advice.

You should seek independent legal and financial advice before entering any investment or partnership arrangement.

10. Agent-assisted arrangements

Some arrangements may be facilitated by an agent. The agreement must clearly state whether: (a) the agent is acting on behalf of the business (and the business is the contracting party), or (b) the

agent is contracting personally (and the business is not a party).

If an agent contracts personally, disputes, refunds, and obligations are primarily between you and that agent, unless the business is legally responsible under applicable law.

11. Complaints and dispute handling

If you have a complaint about a finance-related arrangement, contact us with your agreement reference number and details of the issue. We may request supporting documents and will respond within a reasonable time.

- Contact: **[Support Email]** | **[Support Phone]**
- Escalation: **[Manager/Compliance Contact]**

12. Policy updates

We may update this Policy. The version in effect at the time an agreement is executed generally applies, unless a change is required by law.

13. Legal and regulatory context (non-exhaustive)

This Policy is intended to support transparent business operations in Trinidad and Tobago. Depending on the transaction type, applicable laws and regulations may include (among others):

- Hire Purchase Act, Chap. 82:33 (for hire purchase arrangements)
- Moneylenders Act, Chap. 84:04 (where applicable to moneylending)
- Consumer Protection and Safety Act, Chap. 82:34
- Sale of Goods Act, Chap. 82:30 (quality of goods supplied under hire purchase)
- Securities Act, 2012 / Securities Act, Chap. 83:02 (where applicable to securities/investment-related activities)
- Electronic Transactions Act, Chap. 22:05 (electronic records and signatures)
- Value Added Tax Act, Chap. 75:06 (where VAT applies)

If any part of this Policy conflicts with mandatory law, mandatory law prevails. For regulated activities (including lending, investment-related arrangements, or auctions), professional advice and/or licensing may be required.