

# PORTMAN

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## ASSET FINANCE

### TERMS OF BUSINESS

**Client:** \_\_\_\_\_ (hereafter referred to as “You” or “the Client”)

Thank you for instructing Portman Asset Finance Limited (“Portman” or “the Broker”) to act as a broker, on your behalf, in order to procure so far as the Firm is able to do so an offer of finance from one or more of the Firms panel of lenders (“Lenders”) for you. There are, of course, some lenders in the market who we do not deal with. Portman Asset Finance Limited is part of a wider group, Portman Finance Group Limited, and therefore is associated with two of our lender panel members, Portman Leasing Limited and Portman Commercial Finance Limited.

This Agreement explains the basis on which we will work as a broker on your behalf and constitutes our Terms of Business (“Terms”). These Terms will govern the relationship between You and Portman, forming a legally binding contract. Your instructions to Portman, sent subsequently to receipt of these Terms, to act on your behalf to provide Broker Services will amount to an acceptance of these Terms in full, such Terms thereby forming the contract of services between the Client and Portman. You are, of course, at liberty and encouraged to obtain independent legal advice before proceeding with your engagement of Portman on the basis of these Terms. These Terms supersede any earlier terms of business we may have agreed with You and, in the absence of express agreement to the contrary, will apply to all subsequent services we may provide to you whether in relation to the Broker Services or otherwise. In respect of any Client who is a “customer” as defined in the FCA Handbook, we invite You to review our Initial Disclosure Letter which can be found at Schedule 2.

#### Definitions and Interpretation

##### 1.1. Definitions

In this Agreement unless the context requires otherwise the following words shall have the following meanings:

Advance Amount	the amount to be advanced to you by way of credit under a Finance Agreement following your acceptance of a Finance Offer and in relation to a Finance Agreement which is a hire agreement the total amount of the rentals due from you to the Lender under the Finance Agreement.		the relevant data protection or supervisory authority and applicable to a party.
Agreement	means this document together with any other schedules and any other documents specifically referred to herein as being incorporated within this agreement between the Parties and as may be updated or amended from time to time in accordance with the terms of this agreement.	FCA Finance Agreement	means the Financial Conduct Authority. a credit or hire agreement of any type which is entered into by the Client with a Lender following the provision by the Broker of the Broker Services.
Broker Services	the Broker’s agreement to submit Lending Proposals to Lenders on behalf of You in order to procure so far as it is able to do so from such Lenders an offer of finance to You.	Finance Offer	an offer by the Lender to enter into a Finance Agreement with the Client including where such an offer is conditional or unconditional or a replacement of any Finance Offer previously made.
Code of Practice	Means the Code of Practice of the NACFB as may be amended or updated from time to time.	Lender	any creditor or owner to whom the Broker has presented a Lending Proposal or has on its lending panel.
Commission	Commission paid by a Lender to Portman in consideration of Portman introducing suitable business to the Lender.	Lending Proposal	a proposal presented by the Broker to the Lender containing details of the Client and the Client’s finance needs.
Completion	the date of the Client’s Finance Agreement with a Lender.	ML Regulations	means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as may be updated or amended from time to time and any other relevant Directives, legislation or regulations which may be in place from time to time to prevent financial crime including the Bribery Act 2010.
Data Protection Legislation	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications and the guidance and codes of practice issued by	NACFB Parties Privacy Notice	National Association of Commercial Finance Brokers. the Broker and the Client. means the notice at Schedule 1, as required by UK Data Protection Legislation, informing the Client how their Personal Data will be dealt with and informing them of their rights under UK Data Protection

Legislation as may be amended or updated from time to time.

RAO the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

Regulated Finance Agreement Means any commercial Finance Agreement classed as a regulated consumer credit agreement under the Consumer Credit Act 1974 as amended or superseded by the Consumer Credit Act 2006 and not exempt under the Consumer Credit (Exempt Agreements) Order 2007.

UK Data Protection means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended).

## 1.2. Interpretation

- 1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2. A reference to a Party includes third parties to which it has outsourced activities, agents, successors and permitted assigns.
- 1.2.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted or updated. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4. Any words following the terms 'including, include, in particular, for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5. A reference to writing or written includes fax and email.
- 1.2.6. References to clauses, schedules, appendices are, unless specified otherwise, references to clauses found in, schedules attached to or appendices attached to this Agreement.
- 1.2.7. Data Controller, Data Processor, Data Subject, European Economic Area, Personal Data, Sensitive Personal Data and Processing shall have the same meanings as in the Data Protection Legislation and Processed and Process shall be construed in accordance with the definition of Processing in such Data Protection Legislation.

### Client Identification

- 2.1. The Firm/our Lenders are subject to Anti-Money Laundering and Know Your Client regulations which require us/our Lenders to have formal, satisfactory evidence of the identities and addresses of our clients before any Finance Offer can be made. We will always comply with our legal obligations which require us to obtain this information from you. If you have not already done so, we kindly ask that you provide us with the following:
  - 2.1.1. Identification (One of the following is required):
    - a. Passport
    - b. Photographic Driving Licence
  - 2.1.2. Address (At least one of the following, in addition to the ID set out in paragraph 2.1.1, are required):
    - a. Passport (if not provided under paragraph 2.1.1)
    - b. Utility Bill (not more than 3 months' old)
    - c. Bank / Credit Card Statement (not more than 3 months' old)
    - d. Council Tax Bill (not more than 3 months' old)

- e. Mortgage Statement (not more than 3 months' old)
- f. House or Motor Insurance Certificate (not more than 3 months' old)
- g. Electoral Roll register confirmation letter

As is industry standard, we may carry out online e-verification checks against the documents provided which may leave a 'soft footprint' on your credit file but will not affect your credit rating.

- 2.2. The Client agrees to provide the Firm with any documents it and/or a Lender requires in order to comply with the requirements of the ML Regulations including any identity documents.
- 2.3. The Client agrees to comply with any other financial crime requirements that the Firm or the Lender or any relevant authority or regulator may require from time to time.

### Status Disclosure

- 4.1. The Broker is authorised and regulated by the Financial Conduct Authority ("FCA") for its credit broking activities (FRN 719988). The Broker is a credit broker not a lender. The FCA regulates financial services in the United Kingdom and You can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website (<https://register.fca.org.uk/>).
- 4.2. The Broker voluntarily complies with the NACFB's Code of Practice and Minimum Standards.

### Data Protection

- 5.1. The Firm will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace the Firm's obligations or rights under the Data Protection Legislation.
- 5.2. The Firm acknowledges that for the purposes of the UK Data Protection Legislation when the Firm is carrying out the Broker Services it is doing so as a Controller of the Client's Personal Data and will act accordingly.
- 5.3. The Firm's detailed Privacy Notice is enclosed at enclosed Schedule 1 which complies with the UK Data Protection Legislation and which advises You of Your rights in relation to Your Personal Data. Being transparent about how We use Your personal data is a key element of the EU General Data Protection regulation ("GDPR").
- 5.4. The Privacy Notice details the lawful basis for processing data, who we are, how we use the information about You, marketing consent, what information is collected, why the personal data is required, Our data retention periods and individuals' rights to personal data. More detailed information can, of course, be obtained upon request.
- 5.5. You must be confident that You understand how Your data will be processed. If You require any further clarification, please contact us before entering into this Agreement to instruct us in the provision of Broker Services.

### NACFB Code of Practice and Complaints

- 6.1. The Firm voluntarily complies with the NACFB Code of Practice and a copy is available on request from the NACFB or on its website at the following address: [www.nacfb.org](http://www.nacfb.org).
- 6.2. The Firm will investigate and deal with any complaints raised by the Client concerning the Broker Services promptly and reasonably, in accordance with our Complaints Policy.
- 6.3. If you wish to make a complaint about the service, you can do so by any reasonable means. To contact our office, you can use the following details:
  - 6.3.1. By Phone: 01604 761 276
  - 6.3.2. Email: [complaints@portmanassetfinance.co.uk](mailto:complaints@portmanassetfinance.co.uk)
  - 6.3.3. By Mail or in Person: Complaints Officer, Portman Asset Finance Limited, 1 Pavilion Court, 600 Pavilion Drive, Northampton Business Park, Northampton, NN4 7SL
- 6.4. We aim to resolve your complaint as quickly as possible. To help us do this, please provide the following when making your complaint:
  - 6.4.1. A description of your concern;
  - 6.4.2. What you would like us to do to put things right;
  - 6.4.3. Your name and address; and
  - 6.4.4. Your phone number and email.
- 6.5. If a Client is unhappy with the Broker's response to their complaint, and the complaint is in respect of a Regulated Finance Agreement, You may be able to complain to the Financial Ombudsman Service at:
  - 6.5.1. Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
  - 6.5.2. Contact: 0800 0234567 / 0300 1239123
  - 6.5.3. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 6.6. The Ombudsman will be able to confirm whether he can look at the complaint. If the Client is entitled to make a complaint to the Ombudsman then they are not bound to follow any alternative procedure and can make their complaint to the Ombudsman within the timescales set down by the rules applicable to that scheme, details of which will be provided to the Client by us on request.

### Assignment and Third-Party Rights

- 7.1. Pursuant to the Contracts (Rights of Third Parties) Act 1999 no person shall be entitled to enforce the terms of this Agreement other than the Parties.
- 7.2. The Firm may assign, sub-contract, novate, mortgage, declare a trust in or otherwise transfer or deal with in any manner this Agreement or any of its rights or obligations under this Agreement and shall give reasonable notice to the Client upon any such occurrence. The Client may not make any assignment, sub-contract, novation, mortgage, trust or otherwise transfer its rights or obligations under this Agreement.

### Amendments and Variations to this Agreement

- 8.1. Any amendment or variation to this Agreement proposed by the Firm shall take effect on the date specified unless in the meantime the Client notifies the Firm of any objection to the amendment or variation or requests an extension of time before such amendment or variation take effect. Thereafter any such amendment or variation will only take effect when the Parties have agreed it in writing.
- 8.2. Any amendment or variation to this Agreement proposed by the Client shall take effect only when accepted by a Director of the Firm in writing.

### Termination

- 9.1. The Firm may terminate this Agreement immediately at its reasonable discretion if the Client:
  - 9.1.1. has provided false, fraudulent or misleading information to the Broker or any Lender at any point in their communications with the same;
  - 9.1.2. has breached any of the material terms of this Agreement;
  - 9.1.3. has committed a minor breach of this Agreement but has failed to remedy such breach within 10 days of it occurring;
  - 9.1.4. is made bankrupt or enters into any arrangements with its creditors;
  - 9.1.5. dies;
  - 9.1.6. fails to pay any of the Fees due to be paid to the Broker pursuant to the terms of this Agreement;
  - 9.1.7. refuses to accept on three or more occasions any reasonable Finance Offers which satisfy the Clients initial finance requirements and instructions;
  - 9.1.8. breaches the ML Regulations or any other financial crime legislation or regulation.
- 9.2. Either Party may terminate this agreement on not less than one week written notice, save that clause 11.5 shall continue to have effect and survive termination for the duration of said clause.

### Client's Representations and Acknowledgements

- 11.1. The Client represents and acknowledges that:
  - 11.1.1. it has been advised by Portman to seek independent advice before proceedings with the instruction under the terms of this Agreement.
  - 11.1.2. the Broker sources Lending Proposals from an unrestricted number of Lenders;
  - 11.1.3. You are aware that we may receive Commission from a Lender for the arrangement of a Finance Agreement for You and You have no objections to us receiving this amount.
  - 11.1.4. we may receive Commission from the Lender as well as receiving an Arrangement Fee separately from You pursuant to Clause 13.1.2 of this Agreement; for the avoidance of doubt, these sums are not subject to the terms of Our arrangements with the Lender who pays Us Commission.
  - 11.1.5. You are aware that in respect of a Regulated Finance Agreement (and any Finance Agreement where the Client is a "customer" as defined in the FCA Handbook) we are required to disclose the nature of Commission in our communications as well as when making a recommendation to You. The existence and nature of Commission arrangements where the Commission varies depending on the Lender, product or other permissible factors will always be disclosed in respect of such Clients' Finance Agreements. Where such a disclosure is required, it will also cover how the arrangements could affect our recommendations to You and will be made in our suitability letter issued to You.
  - 11.1.6. You are entitled at any time to request information in respect of any Commission which we may receive as a result of placing your finance with a Lender.
  - 11.1.7. it has read the terms and conditions of this Agreement and by proceeding to provide instructions and engage Portman to provide Broker Services hereby confirms that it wishes to do so under these Terms.
- 11.2. The Client agrees to pay the Fees which may become due and payable pursuant to the terms of this Agreement.

- 11.3. The Client agrees to act with the utmost good faith in the provision of information to the Broker so as to enable the Broker to accurately complete any Lending Proposal. In addition, the Client acknowledges that:
- 11.3.1. the Lender is likely to make a Finance Offer relying on the information which is submitted to the Lender in the Lending Proposal by Portman, such information being given to Portman by the Client;
  - 11.3.2. should such information be false, it may render any Finance Offer void and any Finance Agreement entered into terminated;
  - 11.3.3. it will not withhold any information from the Broker which it knows, or ought reasonably know, would affect the Lender's view of the Lending Proposal or the Client themselves; and
  - 11.3.4. the Broker will ask questions in order to narrow down the selection of products that it will provide the Client with details on. The Client will then need to make its own choice about how to proceed. The Client will not receive advice or a recommendation from the Broker and will decide whether to proceed with any finance application themselves.
- 11.4. The Client agrees to take all reasonable steps and use all reasonable endeavours to comply with and satisfy any condition imposed by the Lender.
- 11.5. The Client agrees to notify Portman if at any time they have appointed or intend to appoint an additional or alternative broker or intermediary to obtain an offer of finance for them whereupon Portman will be entitled, but not obliged, to terminate this Agreement and engagement forthwith.

#### Commission and Fees

- 13.1. Portman has committed to fairness and transparency with regards to all fees. As such, the Firm has set out below how it is remunerated by a Client or Lender for the provision of Broking Services:
- 13.1.1. Portman is paid Commission by Lenders only if a Finance Offer is made by a Lender to the Client, and the Client accepts and draws down the Finance Offer, following Portman's submission to the Lender of a Lending Proposal.
  - 13.1.2. Portman may also charge an Arrangement Fee to the Client in consideration of the provision of Broking Services. An Arrangement Fee will only become due and payable by the Client if, following Portman's submission to the Lender of a Lending Proposal, a Finance Offer is made by a Lender to the Client, and the Client accepts the Finance Offer and funds are drawn down. If an Arrangement Fee is charged to the Client it will be equal to or less than 3% of the Advance Amount. The Arrangement Fee must be paid by the Client to Portman on or before the date falling five business days after the Completion date.
  - 13.1.3. In respect of any Regulated Finance Agreement, unless the Lending Proposal comprises an application for a Regulated Mortgage Contract or Home Finance Plan (as defined by the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001), You may be entitled to a refund of the Arrangement Fee if You enter into a Regulated Finance Agreement within a period of 6 months commencing on the date We submit a Lending Proposal (or, the first Lending Proposal if more than one), but subsequently exercise a right to withdraw under section 66A of the Consumer Credit Act 1974 or a right to cancel under section 69 of the Consumer Credit Act 1974, then We shall refund the Arrangement Fee paid under this

- Agreement less £5.00 in accordance with Clause 13.1.4;
- 13.1.4. If Clause 13.1.3 applies, then the refund shall be paid by Us within 30 days of the end of the period referred to in clause 13.1.3 above.
  - 13.1.5. If the circumstances referred to in clause 13.1.3 apply, and an Arrangement Fee has become due and payable, such fees will cease to be payable.
  - 13.1.6. For the avoidance of doubt, no Arrangement Fees are refundable, or cease to be payable, if the Lending Proposal comprises (i) a Regulated Mortgage Contract or Home Finance Plan; or (ii) a Finance Agreement which is not a Regulated Finance Agreement.

#### Miscellaneous

- 14.1. The release or the failure to enforce any of the provisions in this Agreement by the Firm at any time or for any period will not release or exonerate or in any way affect the liability of the Client or constitute a waiver of any term of this Agreement, nor shall any waiver by the Firm of any breach thereof operate as a waiver of any subsequent or any continuation of any breach thereof.
- 14.2. Headings are inserted for reference only and shall not affect the construction of this Agreement.
- 14.3. This Agreement and any Schedules hereto constitute the entire agreement between the Parties.
- 14.4. The Firm does not act as agent for the Client and nothing contained within this Agreement shall constitute, or be deemed to constitute, partnership or joint venture between the Parties hereto.
- 14.5. The Firm will maintain professional indemnity insurance cover in respect of its business with and on standard terms offered by reputable insurers.
- 14.6. If the Firm holds Client money, it will be kept in a separate designated client account for the benefit of the Client.
- 14.7. The Client accepts that the Firm shall have no liability for any economic loss (whether direct, indirect or consequential) insofar as it relates in any way to loss of business, loss of Client data, interruption of business or loss of profits or goodwill because of the manner of performance by the Firm of the Broker Services or any obligations arising under this Agreement. This exclusion of liability will not, however, otherwise affect any statutory rights of the Client.
- 14.8. The Client agrees to keep this Agreement and all their dealings with the firm strictly confidential. If the Client has any issue or dispute with the Firm, these should be raised in accordance with these Terms.
- 14.9. The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably agree that in the event of any dispute between the Parties the courts of England and Wales shall have exclusive jurisdiction.
- 14.10. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions (and any other application of the said terms and provisions) shall not in any way be affected or impaired as a result and any invalid or unenforceable provision will be deemed to be severed from this Agreement.
- 14.11. This Agreement contains all the terms agreed between the parties except such variations as shall be agreed in writing between the Firm and the Client.

I agree to the instruction of Portman Asset Finance Limited on the above terms.

Signed by \_\_\_\_\_ )

..... (signature)

For and on behalf of \_\_\_\_\_ )

\_\_\_\_\_ )

Dated: .....

**PLEASE RETURN AS SOON AS POSSIBLE**

**Privacy Notice**

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By engaging with us, or by visiting our websites, you are accepting and consenting to the practices described in this policy. We operate under the Data Protection Act 2018 ('DPA') and the European General Data Protection Regulation ('GDPR').

In this Privacy Notice we explain:

- 1) Who we are
- 2) Who our Data Protection Officer is and how you can contact our Data Protection Officer
- 3) What kinds of personal data we collect and hold about you and where we get it from
- 4) Why we collect your personal data and what we use it for
- 5) The legal basis upon which we collect, process and store your personal data
- 6) Where your personal data is stored and processed
- 7) Who we share your personal data with, what personal data we share and why we do so
- 8) How long we will store your personal data
- 9) Your rights to your personal data and, in particular:
  - a. your right of access to your personal data
  - b. your right of rectification to your personal data
  - c. your right of erasure of your personal data (also known as the right to be forgotten)
  - d. your right to have processing of your personal data restricted
  - e. your right to object to the processing of your personal data
  - f. your right to data portability
  - g. your right not to be subject to automated decision making and profiling
  - h. your right to complain to The Information Commissioner
- 10) Important information for children
- 11) Fraud prevention agencies

**Note: You have the right to object to us processing your personal data - please see section 9(e) below**

**1. Who we are**

We are Portman Asset Finance Limited. We are a finance broker registered in England and Wales under company number 06226530 and we have our registered office at 1 Pavilion Court, 600 Pavilion Drive, Northampton Business Park, Northampton, NN4 7SL. Portman Asset Finance Limited is authorised and regulated by The Financial Conduct Authority (FCA) FRN 719988. Portman Asset Finance Limited is a credit broker not a lender. The firm deals with a panel of lenders and asset finance providers.

We are the data controller for information that you provide to us and of information that we hold about you from third parties.

**2. Our Data Protection Officer and how to contact our Data Protection Officer**

You can contact our Data Protection Officer in one of the following ways:

By writing to our Data Protection Officer at Data Protection Officer, 1 Pavilion Court, 600 Pavilion Drive, Northampton Business Park, Northampton, NN4 7SL or by sending an e-mail to our Data Protection Officer at [info@portmanassetfinance.co.uk](mailto:info@portmanassetfinance.co.uk)

**3. What kinds of personal data we collect and hold about you and where we get it from**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity data** includes first name, maiden name, last name, title.
- **Contact data** includes email address, telephone numbers and business address.
- **Technical data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Usage data** includes information about how you use our website and services.
- **Marketing and communications data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

**a. Finance customers**

Where:

- (1) you are an individual applying for or entering into a hire purchase, lease arrangement, commercial loan agreement or giving a guarantee or other security either solely or jointly with another person for your own account or as an attorney, trustee, a partner in a partnership or as a member of an unincorporated club or association; or

(2) our customer or person applying for or entering into a hire purchase, lease arrangement, commercial loan agreement or giving a guarantee or other security is a company or other incorporated entity and you are a relevant individual such as an owner, director and officer or authorised signatory; or

(3) you are an individual applying for or entering into a loan facility or giving a guarantee or other security either solely or jointly with another person for your own account or as an attorney, trustee, a partner in a partnership or as a member of an unincorporated club or association; or

(4) our customer or person applying for a loan facility or giving a guarantee or other security is a company or other incorporated entity and you are a relevant individual such as an owner, director and officer or authorised signatory;

then we may collect and process the following types of personal data about you:

- all the information that you, our customer or the supplier provides to us when obtaining a quote or applying for finance with us either on-line or by paper application, all the information that you, our customer or the supplier gives to us over the phone, by e-mail, by post or via our website when obtaining a quote or apply for a hire purchase or lease facility with us, such as your name, address, contact details, asset details and finance requirements.
- all the documents that you, our customer or the supplier/third party broker sends to us when obtaining a quote or applying for finance with us, such as copies of your passport, drivers licence and utility bills.
- all the information that you, our customer or the supplier gives to us over the phone, by e-mail, by post or via our website when we contact each other from time to time during the course of managing or arranging your finance agreement such as updated contact information and your bank details.
- information that our customers provide to us about you where we arrange funding to our customers to enable them to provide you (or the businesses that you work for) with finance facilities.
- the information relating to any finance agreement such as account balance, interest rate, and payments.
- your credit score results and financial crime check results that we receive from credit reference agencies and fraud prevention agencies.
- where relevant, the information about you that we obtain from public registers such as HM Companies House, HM Land Registry or the Charity Commission. This will usually be to confirm your status, for example, where we are providing facilities to a company of which you are a director, confirming you are a director of a company.
- where relevant, information provided by your or our professional advisers during the course of providing finance facilities such as valuers, solicitors and accountants. This could include, for example, valuations or financial information.
- valuation information relating to any assets hired or leased or over which we have security.
- we obtain information about you from HM Companies House, HM Land Registry, The Charities Commission, Credit Safe and Equifax. We may also obtain information about you from a search of publicly available information on search engines like Google.

**b. Suppliers, lenders and other people we do business with**

Where:

(1) you are a sole trader, a partner in a partnership or a member of an unincorporated club or association or an employee of one of these providing goods or services to us; or

(2) you are a company or other incorporated entity and you are a relevant individual such as an owner, officer, authorised signatory or employee with whom we deal in the provision of those goods or services;

then we will collect and process the following types of personal data about you:

- all the information that you, our supplier provides to us when tendering for or negotiating for the supply of goods or services contracts, for example name, address, contact details, and the credentials of key people providing the goods or services or running the supplier.
- all the information that you, our supplier gives to us over the phone, by e-mail, by post or via our website when we contact each other from time to time during the course of managing the supply of goods or services, for example, updated contact information and bank details.
- your credit score results and financial crime check results that we receive from credit reference agencies and fraud prevention agencies during our supplier take-on process and during the course of managing the supplier relationship.
- where relevant, third party references we obtain as to your suitability as suppliers.
- where relevant, the information about you that we obtain from public registers such as HM Companies House, HM Land Registry or the Charity Commission. This will usually be to confirm your status, for example, where we are providing facilities to a company of which you are a director, confirming you are a director of a company.

- where relevant, information provided by your or our professional advisers during the course of the supplier take-on and on-going supplier relationship management, such as from solicitors and accountants. information from our own internet searches, for example location and services information or reviews from websites like Google or information to support background checks where this is relevant to your track record as a supplier.
- we obtain information about you from HM Companies House, HM Land Registry, The Charities Commission, Credit Safe and Equifax. We may also obtain information about you from a search of publicly available information on search engines like Google.

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - complete our enquiry form on our website,
  - contact us by telephone or email to seek a quote; and
  - when you instruct us to provide services for you by telephone or email and you become our client.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties, including data providers and Technical Data from analytics providers such as Google based outside the EU.
- **Cookies.** Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them, refer to our Cookie Policy below.
  - Cookies are pieces of information that a website transfers to your computer's hard disk for record-keeping purposes. Cookies can make the internet more useful by storing information about your preferences on a particular site, such as your personal preference pages.
  - The use of cookies is an industry standard, and most websites use them to provide useful features for their customers. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set to accept cookies.
  - If you would prefer, you can set yours to refuse cookies. However, you may not be able to take full advantage of a website if you do so.

#### **4. Why we collect your personal data and what we use it for**

##### **a. Finance customers**

We collect and process your personal data:

- so that we can properly provide our services to you, including for example, to search, find and broker to appropriate lenders and finance providers for you, take instructions and operate your account, undertake appropriate due diligence, manage the relationship with you, assist in managing our lenders credit risk, deal with payments, deal with repayment and where appropriate deal with the asset at the end of the hire purchase or lease and close your account.
- so that we can fulfil our legal and regulatory obligations, for example, to undertake proper checks on our customers to help prevent and detect crime
- to comply with our legal and regulatory obligations, for example, to report to regulators and authorities about the products and services that we provide to you
- to offer you products and services
- to maintain and improve the quality of our products and the way we provide our services, to protect and defend our legal rights

##### **b. Suppliers, brokers and other people we do business with**

We collect and process your personal data:

- so that we can assess the suitability of the supplier, including undertaking appropriate background checks and on-going monitoring;
- to contact the supplier and manage the supplier relationship and provision of the goods or services; and to protect and defend our legal rights.

#### **5. The legal basis upon which we collect, process and store your personal data**

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.



The UK's data protection law allows the use of personal data where its purpose is legitimate and isn't outweighed by the interests, fundamental rights or freedoms of data subjects. The law calls this the legitimate interests condition for personal data processing.

As explained above, we only collect, use and store the minimum amount of personal data about you that is necessary for us provide you with our products and services and to comply with our legal and regulatory obligations arising as a result of us providing those products and services to you. Accordingly, the basis that we collect, use and store your information is because we have a legitimate interest to do so as a regulated finance broker providing these products and services to you.

Our legitimate interests include:

- to act as a prudent and responsible finance broker; to undertake reference checks, credit checks and risk assessments;
- to help combat financial crime including tax evasion, bribery, fraud and money-laundering; to maintain network and information security;
- to meet our legal and regulatory obligations; to protect and defend our legal rights;
- to maintain accurate records including customer preferences; to enhance, modify and improve our products and services;
- for direct marketing (if we have asked you for your consent or under third party licence); to manage third party relationships; and
- to pursue our commercial objectives as a finance broker where this does not override your rights and freedoms as a data subject.

When we process your personal information for our legitimate interests, we make sure to consider and balance any potential impact on you (both positive and negative), and your rights under data protection laws. Our legitimate business interests do not automatically override your interests - we will not use your Personal Data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

If we have asked you for your consent to process your information for marketing purposes and you have not given it to us then we will not process your information for marketing purposes. If we process your personal data for marketing purposes either with your consent or you decide that you do not wish to receive marketing from us then we will stop processing your information for marketing purposes at any time you tell us that you no longer wish to receive marketing from us.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. We do not process your data for automated decision-making or profiling purposes.

Category of Personal Data	Purpose of Processing	Lawful Basis for Processing	Retention Period
Name and contact details	<p>Undertaking Customer due diligence checks for the prevention and detection of financial and other crimes and undertaking checks, including on Related Parties, in relation to identity verification, application checks, anti-money laundering, compliance and risk screening</p> <p>Customer administration and management</p> <p>Transaction processing, monitoring and analysis activities to develop and manage Portman Asset Finance's products and services</p> <p>Communicating with the Customer and Related Parties from time to time about products, services, events offered by Portman Asset Finance, and other communications such as research and insights, that may be of interest to the Customer and Related Parties.</p> <p>Complying with legal obligations to which it is subject and co-operating with regulators and law enforcement bodies</p> <p>Exercising its legal rights where it is necessary to do so, for example to protect Portman Asset Finance against harm to its rights and property interests, to detect, prevent and respond to fraud or other violations of law, for legal and dispute management purposes, and for debt collection and recoveries purposes</p> <p>To contact you with information, newsletters and marketing materials about our products and services, and other relevant products and services as provided by our partners</p> <p>We collect, use and keep the information we receive via our website to fulfil the visitor's requests. We will use your information to respond to a request submitted by you, to provide the Service to you and to carry out our obligations from any contracts entered into between you and us; Contact you and provide you with information regarding Portman Asset Finance and our products and services; Correspond with you; Comply with applicable laws, regulations and rules, and requests of governmental agencies.</p>	<p>Performance of contract</p> <p>Compliance with legal obligation</p> <p>Consent</p>	<p>The retention period is linked to the amount of time available to bring a legal claim, which in many cases is six or seven years following closure of the Customer(s) accounts or following a transaction. Portman Asset Finance will retain Customer Personal Data after this time if it is required to do so to comply with the law, if there are outstanding claims or complaints that will reasonably require Customer personal data to be retained, or for regulatory or technical reasons. Where Portman Asset Finance retains this data it will continue to make sure that Related Parties' privacy is protected.</p>

<p>Date of birth</p>	<p>For fraud prevention and detection</p> <p>Obtain credit reports from credit reference agencies</p>	<p>Performance of contract</p> <p>Compliance with legal obligation</p> <p>Legitimate interests in ensuring your safety</p>	<p>The retention period is linked to the amount of time available to bring a legal claim, which in many cases is six or seven years following closure of the Customer(s) accounts or following a transaction. Portman Asset Finance will retain Customer Personal Data after this time if it is required to do so to comply with the law, if there are outstanding claims or complaints that will reasonably require Customer personal data to be retained, or for regulatory or technical reasons. Where Portman Asset Finance retains this data it will continue to make sure that Related Parties' privacy is protected.</p>
<p>Payment information and Site usage information</p>	<p>For the repayment of loans, and other products and services offered via our partners</p>	<p>Performance of contract</p> <p>Compliance with legal obligation</p>	<p>The retention period is linked to the amount of time available to bring a legal claim, which in many cases is six or seven years following closure of the Customer(s) accounts or following a transaction. Portman Asset Finance will retain Customer Personal Data after this time if it is required to do so to comply with the law, if there are outstanding claims or complaints that will reasonably require Customer personal data to be retained, or for regulatory or technical reasons. Where Portman Asset Finance retains this data it will continue to make sure that Related Parties' privacy is protected.</p>
<p>Browser, device and Site usage information</p>	<p>To improve marketing, analytics, or site functionality.</p>	<p>Performance of contract Legitimate interest in maintaining our Site</p>	<p>For three years since you last logged on to the Site</p>
<p>Personal details (e.g. name, date of birth, identification information,)</p> <p>Contact details (e.g. phone number, email address, postal address, mobile number)</p> <p>Business-related details (e.g. relationship with the business or Related Parties, business information, information about any shareholdings, business contact details)</p> <p>Transactional details (e.g. information about services, requests, queries or complaints)</p> <p>Financial details (e.g. information about business accounts, financial history, information from credit reference agencies and fraud prevention agencies)</p>	<p>Undertaking Customer due diligence checks for the prevention and detection of financial and other crimes and undertaking checks, including on Related Parties, in relation to identity verification, application checks, anti-money laundering, compliance and risk screening</p> <p>Customer administration and management</p> <p>Transaction processing, monitoring and analysis activities to develop and manage Portman Asset Finance's products and services</p> <p>Communicating with the Customer and Related Parties from time to time about products, services, events offered by Portman Asset Finance, and other communications such as research and insights, that may be of interest to the Customer and Related Parties.</p> <p>Complying with legal obligations to which it is subject and co-operating with regulators and law enforcement bodies</p> <p>Exercising its legal rights where it is necessary to do so, for example to protect Portman Asset Finance against harm to its rights and property interests, to detect, prevent and respond to fraud or other violations of law, for legal and dispute management purposes, and for debt collection and recoveries purposes</p> <p>To contact you with information, newsletters and marketing materials about our products and services, and other relevant products and services as provided by our partners</p> <p>We collect, use and keep the information we receive via our website to fulfil the visitor's requests. We will use your information to respond to a request submitted by you, to provide the Service to you and to carry out our obligations from any contracts entered into between you and us; Contact you and provide you with information regarding Portman Asset Finance and our products and services; Correspond with you; Comply with applicable laws, regulations and rules, and requests of governmental agencies.</p> <p>Some of the information that Portman Asset Finance collects are special categories of personal data (also known as sensitive personal data). For example, the customer due diligence checks Portman Asset Finance carries out may reveal information about criminal convictions or offences about customers and Related Parties. In addition, if incorrect information is provided or fraud is suspected, Portman Asset Finance will record this. Portman Asset Finance may also pass this information to financial crime prevention agencies where it may be accessed by law enforcement agencies globally. Where Portman Asset Finance processes such sensitive personal data, it will usually do so, on the basis that it is necessary for reasons of substantial public interest or to establish, exercise or defend any legal claims. In any case, Portman Asset Finance will carry out the processing in accordance with applicable laws.</p> <p>Portman Asset Finance may be required by law to collect certain personal data, or as a consequence of its contractual relationship with its customers. Failure to provide this information may prevent or delay the fulfilment of these obligations.</p>	<p>To assess business's commercial interests</p> <p>Performance of contract</p> <p>Compliance with legal obligations</p> <p>Consent</p>	<p>The retention period is linked to the amount of time available to bring a legal claim, which in many cases is six or seven years following closure of the Customer(s) accounts or following a transaction. Portman Asset Finance will retain Customer Personal Data after this time if it is required to do so to comply with the law, if there are outstanding claims or complaints that will reasonably require Customer personal data to be retained, or for regulatory or technical reasons. Where Portman Asset Finance retains this data it will continue to make sure that Related Parties' privacy is protected</p>

<p>Data requested from Credit reference agencies and fraud prevention agencies</p>	<p>To assess creditworthiness and product suitability, check the identities of Customers and Related Parties, manage the Customer's account, trace and recover debts and prevent criminal activity.</p> <p>Portman Asset Finance will also continue to exchange Customer and Related Parties' information with credit reference agencies on an ongoing basis. Credit reference agencies will share Customer and Related Parties' information with other organisations.</p> <p>The personal data Portman Asset Finance collects from the Customer and Related Parties will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify the identity of the relevant individuals. If fraud is detected, the relevant individuals could be refused certain services, finance or employment.</p>	<p>To assess business's commercial interests</p> <p>Performance of contract</p> <p>Compliance with legal obligations</p> <p>Consent</p>	<p>The retention period is linked to the amount of time available to bring a legal claim, which in many cases is six or seven years following closure of the Customer(s) accounts or following a transaction. Portman Asset Finance will retain Customer Personal Data after this time if it is required to do so to comply with the law, if there are outstanding claims or complaints that will reasonably require Customer personal data to be retained, or for regulatory or technical reasons. Where Portman Asset Finance retains this data it will continue to make sure that Related Parties' privacy is protected.</p>
<p>Data requested from Credit reference agencies and fraud prevention agencies</p>	<p>The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found here: <a href="https://www.cifas.org.uk/fpn">https://www.cifas.org.uk/fpn</a></p>	<p>To assess business's commercial interests</p> <p>Performance of contract</p> <p>Compliance with legal obligations</p> <p>Consent</p>	<p>The retention period is linked to the amount of time available to bring a legal claim, which in many cases is six or seven years following closure of the Customer(s) accounts or following a transaction. Portman Asset Finance will retain Customer Personal Data after this time if it is required to do so to comply with the law, if there are outstanding claims or complaints that will reasonably require Customer personal data to be retained, or for regulatory or technical reasons. Where Portman Asset Finance retains this data it will continue to make sure that Related Parties' privacy is protected.</p>

**6. Where your personal data is stored and processed**

We are based in the UK, and we keep our filing systems and databases here.

We may be required to send or allow access to personal data from elsewhere in the world. This might be the case, for example, when someone providing support services to us is based overseas or uses overseas data centres or where suppliers of assets being purchased via a hire purchase or through a lease agreement, are based overseas.

While countries in the European Economic Area all ensure a high standard of data protection law, some parts of the world may not provide the same level of legal protection when it comes to personal data. As a result, if we do send personal data overseas we will make sure suitable safeguards are in place in accordance with European data protection requirements, to protect the data.

If your data has been sent overseas like this, you can find out more about the safeguards used from us.

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

**7. Who we share your personal data with, what personal data we share and why we do so**

We do not sell any of your information to third parties, we will not give anyone your information, other than those working directly with us, so that they can market to you.

**• Lenders and Asset Finance Providers**

We will pass your relevant details on to selected members of our panel of Lenders and Asset Finance providers, for the purpose of obtaining you or your business finance. This may be used by them to search credit reference agencies and other third-party verification services.

They may pass your details on to credit reference agencies and fraud prevention agencies and they will receive scores and reports from them.

They and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime. Please note that fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

If they, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, they may refuse to provide the services and financing you have requested or they may stop providing existing services to you. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact us on the details provided.

Searches they make with credit reference agencies will leave a 'footprint' on your file and they will also provide them with information relating to your performance under your account or facility. These 'footprints' and performance details may be accessed by other financial companies in connection with any applications for credit that you may make to them and may affect your ability to obtain credit with them.

Your application may be assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association. Where you make a joint application and such a link does not already exist then one may be created. These links will remain until you file a "notice of disassociation" at the credit reference agencies.

The type of information we share includes, for example, your name, date of birth, address, financial details the fact that you have applied or operate an account with them and whether you have operated your account appropriately.

• **Credit Reference Agencies and Fraud Prevention Agencies**

In order to receive credit and financial crime check information about you from credit reference agencies we are required, on a reciprocal basis, to share information about you with those credit reference and fraud prevention agencies.

We may pass your details on to credit reference agencies and fraud prevention agencies and we will receive scores and reports from them. We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime. Please note that fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested or we may stop providing existing services to you. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact us on the details provided.

Searches we make with credit reference agencies will leave a 'footprint' on your file and we will also provide them with information relating to your performance under your account or facility. These 'footprints' and performance details may be accessed by other financial companies in connection with any applications for credit that you may make to them and may affect your ability to obtain credit with them.

Your application will be assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association. Where you make a joint application and such a link does not already exist then one may be created. These links will remain until you file a "notice of disassociation" at the credit reference agencies.

The type of information we share includes, for example, your name, date of birth, address, the fact that you have applied or operate an account with us and whether you have operated your account appropriately.

• **Printers**

We may use professional printers to print the account statements, letters and other documents that we send to you from time to time and so we have to share with them the password protected information that needs to be printed into those statements, letters and documents that you receive.

• **Marketing Companies**

We may use the services of an online marketing company to send you e-mails about us and relevant products and services we offer. To enable them to send you the e-mails, we provide them with your password protected, name and e-mail address and details of the relevant products and services. If you have told us that you do not wish to receive marketing information from us by e-mail then we will not send them any information about you and you will not receive these emails from them.

• **Survey Companies**

We may use the services of an online customer satisfaction survey company to gather your feedback and reviews about us. To enable them to send you the e-mail survey request, we provide them with your name and e-mail address and details of the relevant products and services. If you have told us that you do not wish to receive marketing information from us by e-mail then we will not send them any information about you and you will not receive these emails from them.

• **Regulators**

We may share information about you with our regulators in order to meet our regulatory reporting obligations. We will only share the information about you with our regulators that is- necessary to meet our legal and regulatory obligations.

• **Service Providers and Suppliers**

We may, from time to time, employ the services of third parties to help us provide our products and services to you or to help us meet our regulatory and reporting obligations and it may be necessary to provide them with some of your personal data in order for them to provide us with the required services. Examples of this could be, in relation to our car finance business, providing car registrations to third party valuers to provide us with up-to-date valuations or, in relation to our property finance business, providing address details to third party valuers to provide us with up-to-date valuations or providing access to IT service providers who assist us to ensure that our IT systems are safe and secure.

• **Legal Obligations**

We may be required to provide information about you where we are required to do so to meet a legal obligation, for example, where we are required to do so under a court order.

Please rest assured that we have quality checked all the third parties to whom we send your information and have appropriate contractual arrangements in place with them to make sure that they will only use the information for the purposes that we have sent it to them and that it will be properly protected.

**8. How long we will store your personal data**

We shall retain your personal information for the duration of our agreement with you and for the purposes of, complying with our legal obligations, or in our legitimate interests, in accordance with data privacy laws and our retention policy.

**9. Your rights to your personal data**

We recognise that your information is your information - it does not belong to us. You have a number of important rights which put you in control of your information. To help you understand your rights, we will explain them below.

**a. Your right of access to your personal data**

You can ask us at any time to tell you what personal data we hold about you and we will do so, without undue delay, and in any event within one month of receipt of your request. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests. We will tell you of any such extension within one month of receipt of your request, together with the reasons for the delay. Where you make the request by electronic means, we will provide the information by electronic means where possible, unless otherwise requested by you.

After 25 May 2018 we will not charge you any fee for providing this information (unless the request is manifestly unfounded or excessive, in which case we may charge you a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested. Alternatively, we may be entitled to refuse the request). If you request more than one copy of the information, then we may charge you a reasonable fee for the administration of producing the additional copies.

We may ask you to provide us with information to verify your identity before providing you with the information requested.

**b. Your right of rectification to your personal data**

You have the right to have any personal data that we hold about you corrected if it is wrong or completed if it is incomplete. To have it corrected or completed, simply tell us what information is wrong or incomplete and give us the correct and complete information. We will update or complete it without undue delay. We may ask you to provide supporting evidence to verify the information you are giving to us for example, proof of address where you tell us that the address details we hold about you are wrong.

**c. Your right of erasure of your personal data (also known as the right to be forgotten)**

In some circumstances you have the right to have the personal data that we hold about you permanently erased. You will have this right (1) when it is no longer necessary for us to process your personal data or (2) if there is no legal basis for us to process your personal data or (3) if we unlawfully process your personal data or (4) to comply with a legal obligation to which we are subject. If you believe that any of these circumstances apply to you then please tell us and we will ensure that your personal data is permanently erased without undue delay if one of these circumstances do exist.

Where we permanently erase your personal data, we will also take reasonable steps to inform any third parties to whom we have provided your personal data of your request to have the personal data erased.

**d. Your right to have processing of your personal data restricted**

In some circumstances you have the right to have the processing of your personal data restricted. You will have this right

- if you tell us that your personal data is inaccurate, for a period enabling us to verify its accuracy; or
- if we are not processing your personal data lawfully and you tell us that you would rather have us restrict the processing than erase it; or
- we no longer need your personal data but you need us to store it because you need it for the establishment, exercise or defence of legal claims; or
- if you have objected to us processing your personal data, for a period enabling us to verify whether the legitimate grounds on which we are processing it override your grounds for objection.

This is not an absolute right, and your personal data may still be processed where certain grounds exist. This is:

- with your consent;
- for the establishment, exercise, or defence of legal claims;
- for the protection of the rights of another natural or legal person;
- for reasons of important public interest.

Only one of these grounds needs to be demonstrated to continue data processing.

We will consider and respond to requests we receive, including assessing the applicability of these exemptions.

We will tell you once a restriction on processing has been applied and before lifting any restriction.

Where we restrict the processing of your personal data we will also take reasonable steps to inform any third parties to whom we have provided your personal data of your request to have the personal data restricted.

**e. Your right to object to the processing of your personal data**

As explained in this Fair Processing Notice, we process your personal data because we have a legitimate interest in doing so. However, you have the right object to us processing your personal data, on grounds relating to your particular situation. If you object then we will stop processing your personal data unless we can show compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims. For example, where we detect fraud it is unlikely that your objection may prevent us supplying that information to fraud prevention agencies and legal authorities. Another example is that it is unlikely that your objection may prevent us reporting to the regulator in relation to your account even if you object to us processing your personal data.

The only exception to this relates to where you have previously given consent to us to market to you and you change your mind and object to us using your personal data to market to you. In this case we will without undue delay stop marketing to you and we will take your objection as a withdrawal of that consent and we will update your marketing preferences

**f. Your right to data portability**

New data protection legislation also contains a right to data portability that may give consumers a right in some data processing contexts, to receive their personal data in a portable format when it's processed on certain grounds, such as consent. This is not a right that will apply to your personal data because we process your personal data on the grounds of legitimate interests.

**g. Your right not to be subject to automated decision making and profiling**

New data protection legislation also contains a right not to be subject to a decision based solely on automated processing. We do not make any decisions based solely on automated processing.

**h. Your right to complain to the Information Commissioner**

If you are not satisfied with the way that we have processed your personal data or the way that we have dealt with you when exercising any of your rights, then you may follow our complaints procedure by contacting us directly on 01604 761276 or sending an email to [complaints@portmanassetfinance.co.uk](mailto:complaints@portmanassetfinance.co.uk)

<https://www.portmanassetfinance.co.uk>

You may also refer your concerns to the Information Commissioner's Office (or ICO), the body that regulates the handling of personal data in the UK. You can contact them by:

1. Phone on 03031 231113
2. Writing to them at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9SAF
3. Going to their website at [www.ico.org.uk](http://www.ico.org.uk)

**10. Important information for children**

We do not offer products or services to children - i.e. anyone under the age of 18. However we may collect and process information about children when it is necessary and incidental to the provision of our products and services. Examples of this include where children are beneficial owners of a company which is our customer and in these circumstances, we process the child's personal data so that we can properly understand who is our customer and meet our combating financial crime obligations.

We will not send marketing information to children.

If you are a child whose personal data we hold then please be aware that this Fair Processing Notice also relates to you and you should read it so that you understand how we process your personal data.

Please note that children have the same rights to their personal data, as explained in this Fair Processing Notice, as an adult.

**11. Fraud prevention agencies**

• **General**

Before we provide services, goods or financing to you, we may undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you.

The personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and money laundering, and to verify your identity.

Details of the personal information that will be processed, for example: name, address, date of birth, address, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

We process your personal data on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

• **Consequences of Processing**

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested, or to employ you, or we may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details provided.

• **Data transfers**

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frame works' intended to enable secure data sharing.

• **Your rights**

Your personal data is protected by legal rights, which include your rights to object to our processing of your personal data; request that your personal data is erased or corrected; request access to your personal data.

For more information or to exercise your data protection rights, please contact us using the contact details provided.

You also have a right to complain to the Information Commissioner's Office which regulates the processing of personal data.

**Initial Disclosure Document (IDD) about our services and our costs**

About our services:

**1. What products do we offer?**

We offer a wide range of commercial financial products including:

- i. Leasing and Asset Finance,
- ii. Cashflow finance (Commercial Loans)

**2. Whose products do we offer?**

- We offer a comprehensive range of commercial financial solutions from across the market.

**3. Which service will we provide you?**

- You will not receive advice or a recommendation from us. You will need to make your own choice about how to proceed with the range of financial products available to you.

**4. What will you have to pay us for our service?**

Arrangement fee - An Arrangement fee of up to 3% of the Advance Amount within 5 Business Days of the date of drawdown of a finance facility.

We may receive Commission from the Lender as well as receiving Fees separately from You; for the avoidance of doubt these sums are subject to the terms of Our arrangements with the Lender who pays that Commission.

You are aware that We are required to disclose the nature of Commission in Our communications, as well as when making a recommendation to You. The existence and nature of Commission arrangements where the Commission varies depending on the Lender, product or other permissible factors will always be disclosed. The disclosure will also cover how the arrangements could affect Our recommendations to You.

**5. Who regulates us?**

**The Financial Conduct Authority (FCA)**

The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers, considering buying certain financial products, to decide if our services are right for you.



## SCHEDULE 2 – INITIAL DISCLOSURE LETTER

Portman Asset Finance Limited, registered at 1 Pavillion Court, 600 Pavillion Drive, Northampton, NN4 7SL. Company Register number is 06226530. Portman Asset Finance Limited is Authorised and Regulated by the Financial Conduct Authority. Our FCA registration number is 719988. You can check via [www.register.fca.org](http://www.register.fca.org).

### 6. What to do if you have a complaint?

If you wish to register a complaint, please contact us.

**By Post:** Portman Asset Finance Ltd Unit 1 Pavilion Court 600 Pavilion Drive

Northampton Business Park Northampton

NN4 7SL

**By Phone:** 01604 761 276

**By Email:** [complaints@portmanassetfinance.co.uk](mailto:complaints@portmanassetfinance.co.uk)

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. **Address:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR. **Contact:** 0800 0234567, 0300 1239123. **Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

Your transaction may be covered by the FSCS for regulated transactions only. The FSCS is the UK's statutory Deposit insurance and investors compensation scheme for customers of authorised financial services firms. FSCS exists to protect customers of financial services firms that have failed. If the company you've been dealing with has failed and can't pay claims against it, the FSCS may be used to pay compensation.

You can find out more about FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)