

DATA PRIVACY NOTICE

USE OF YOUR INFORMATION

We are **Colin Francis Cars** and we can be contacted by telephone on [0287941 8817] or email [sales@colinfranciscars.com].

Our Data Protection Officer can be contacted by email at [admin@colinfranciscars.com]

This notice explains what personal data we collect from you and how it will be used by us and why.

WHAT WE WILL DO WHEN YOU APPLY

Before we provide services, goods or credit broking to you, we will need to collect certain details from you for the purpose of entering into an agreement with you for services (for example, a service plan agreement), goods (for example, a sale agreement relating to a vehicle) or credit broking; administering any agreement with you; and in order to undertake checks for the purposes of preventing money laundering or to verify your identity; and if you access our website we collect information about your browsing experience, for the purposes of understanding and improving our website, customer experience and our products and services.

WHAT WE SHARE AND PROCESS

We will collect and process the following personal data about you: Information you give us when making an application (Submitted Information): The information you give us comprises your name, date of birth, residential address and address history for the last three years, contact details such as email address and telephone numbers, financial information, and employment details, to include your salary, employer name, address and time you have worked there.

WHO THE INFORMATION IS PROCESSED ABOUT

We process personal information about: Customers, clients, Suppliers, Enquirers, Employees and individuals captured by CCTV images.

When you phone us or we phone you: customer identification

We may also use your personal data to check your identity if you get in touch with us.

We use your information in this way in our legitimate interest, in order to improve the services we provide to you.

Verifying your identity and preventing fraud and money laundering

We will use certain personal **data** you have provided **to** us in order to confirm your identity and to prevent money laundering. More details about these checks are set out below.

When we use your personal data for these purposes we do so on the basis that we have a legitimate interest in assessing your application, 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 you have requested, and we will not be able to process your application without undertaking these checks.

As part of your original finance application, the lender will collect its own data in order to assess your application. However, should your application with one of our selected lenders, be unsuccessful we may pass your application details to another finance company. We will let you know who that is prior to passing your information to that company or credit broker, to help fulfil your lending requirement. That company will obtain their own credit reference and fraud prevention searches. The lenders we may pass your information to are: MotoNovo Finance, Blackhorse, Santander Consumer Finance, Northridge Finance, Evolution Finance, First Response Finance.

We, as the suppliers of the vehicle, will have access to your information up to the point that your finance agreement is executed with the finance company, to facilitate your application for finance. However, we may also gain access

to your information after the execution of any finance agreement to assist in a regulatory or servicing requirement, such as complaints handling and settlement values for any finance agreement arranged through us for you.

DATA RETENTION AND STORAGE

All personal data you provide to us, or which we obtain from third parties, will be stored on our secure servers (or those of third parties or contractors we engage to help us run our business). We will keep information no longer than we need to for the purpose for which we collected it. The period of time for which we keep personal data depends on the legal and regulatory requirements, the purpose for which the information was obtained, and our business needs. We will keep information about any account you hold with us for at least a period of 6 years from the date we provide you with the vehicle and its associated funding, in line with our data retention policy that stipulates the timescales in line with our lawful purpose for processing your data.

YOUR RIGHTS

You have the following rights (subject to certain statutory exemptions):

- to **opt-out** of receiving marketing information, or **withdraw your consent** to receive marketing information if provided on a previous occasion;
- to **be informed** about the processing of your personal data (this is what this statement sets out to do);
- to have your personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- to **object to processing** of your personal data;
- to **withdraw your consent** to processing your personal data;
- to **restrict processing** of your personal data;
- to have your personal data **erased**;
- to **request access** to your personal data and information about how we process it;
- to specify which **credit reference agencies** we have shared your personal data with.

If you are unhappy about how your personal data has been used you can contact us using the details above. You also have a right to complain to the Information Commissioner's Office (<https://ico.org.uk>), which regulates the processing of personal data.

If you:

- would like more information about how we process personal data;
- would like to exercise any of your data protection rights please contact us using the contact details set out at the top of this notice.

Colin Francis Cars understands how important your privacy is and we have implemented measures which will ensure any personal data that is obtained from you will be processed and maintained in line with accepted principles of good information handling and in accordance with the General Data Protection Regulations (GDPR).

PLEASE SIGN & DATE BELOW IF YOU GIVE YOUR CONSENT FOR US TO SHARE/STORE YOUR INFORMATION TO PROVIDE YOU WITH THE SERVICE YOU REQUIRE.

YOU MAY DECLINE TO SHARE PERSONAL DATA WITH US, IN WHICH CASE WE MAY/WILL NOT BE ABLE TO PROVIDE TO YOU SOME OF THE FEATURES AND FUNCTIONALITY OF OUR SERVICE.

STATUS DISCLOSURE DOCUMENT

About our Insurance and Finance

COLIN FRANCIS CARS

48 Shore Road
Ballyronan
Magherafelt
BT45 6JQ

1. Who are we?

We are a CAR DEALERSHIP, authorised and regulated by the Financial Conduct Authority, registration number 313283 and are classed as Credit Intermediaries. We are a Credit Broker and not a lender of Finance. We are required to provide you with this document and you can use the following information to decide if our services are right for you.

2. Whose products do we offer?

We offer products from a range of companies for GUARANTEED ASSET PROTECTION INSURANCE (GAP) and MOTOR FINANCE.

You may request a list of our providers.

3. Which service will we provide for you?

We will make recommendations for you after helping assess your need for GAP Insurance and Motor Finance. We help you do this via a series of questions/questionnaire. You will then need to make your own decision and choice about how you personally wish to proceed.

4. How much will you have to pay for our services?

NO FEE for the advice and recommendations, but you will receive a quotation detailing the fees relating to any insurance policy/financial product we may recommend for you. We may also receive a commission for introducing you to the Creditor/Insurance Company.

5. Can we give you independent financial advice?

No, we are not independent financial advisers and so are unable to provide you with such advice.

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

If you wish to register a complaint please write to us at the above address or telephone 028 79418 817. If your complaint cannot be settled by mutual agreement, you may be entitled to refer it to the Financial Ombudsman Service.

If we cannot resolve your complaint, you may refer your dispute to the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4567 or 0300 123 9123 or you can visit their website at www.financial-ombudsman.org.uk

7. Are we covered by the Financial Conduct Compensation Scheme (FCCS)?

We are covered by the FCCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business sold and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit.

Further information regarding compensation scheme arrangements is available from the FCCS.

8. Customers have **14 days to withdraw** from a credit agreement from the day after the agreement is signed. This can be done by contacting the creditor whose details can be found on the pre-contract credit information. This right of withdrawal only applies to the credit agreement and not to the purchase of goods or services.
9. **Hire Purchase** is a Car Finance product. Agree an initial deposit with us and your agreement term and monthly payment amount and subject to your application being approved by the Finance Company, you can drive the car away. After all the payments have been made you own the car.
10. **Personal Contract Plan (PCP)** is a Car Finance product. It is a form of leasing – like a long-term rental.
Agree an initial deposit, how many miles you are likely to travel each year and for how long you want the agreement to run and the dealer will then calculate the Guaranteed Future Value (GFV) of your vehicle and confirm the monthly payment. Subject to your application being approved by the Finance Company, you can drive the car away.
The options at the end of this agreement are: -
- (i) Part exchange the vehicle subject to settlement of your existing finance agreement; new finance agreements are subject to status.
 - (ii) Return the vehicle and not pay the Final Lump Sum Payment. If the vehicle is in good condition and has not exceeded the allowed mileage you will have nothing further to pay. If the vehicle has exceeded the allowed mileage a charge for excess mileage will apply.
 - (iii) Pay the Final Lump sum and own the vehicle.
11. **Lease Purchase** is a Car Finance product. It is similar to a Personal Contract Purchase (PCP). You can keep your monthly payments lower by deferring a significant proportion of the amount of credit to the final payment at the end of the agreement but do not have the option to return the vehicle to the Finance Company at the end of the agreement.
Agree an initial deposit and how long you want the agreement to run for and we will then calculate your final payment and confirm your regular monthly payment. We will submit the finance application to the Finance Company and subject to your application being approved, you can just drive your car away.
The options are: -
- (i) pay the final lump sum payment to own the vehicle or
 - (ii) part exchange the vehicle subject to settlement of your existing finance agreement; new finance agreements are subject to status.
- Lease Purchase is often used by customers and limited companies who don't want to be bound by mileage restrictions. Lease Purchase is only available to limited companies on a non regulated basis.