

## Credit Broking Information Notice: Terms and Conditions

### 1. Appointment of the Broker

This document sets out how we will deal with you in the provision of services for Credit Broking. Wattsford Commercial Finance FRN:794560 are an Appointed Representative of White Rose Finance Group Ltd FRN: 630772 who are authorised and regulated by the Financial Conduct Authority (FCA). The firm will be acting as a Credit Broker on your behalf and is not a Lender.

### 2. Appraisal (Funding Service Agreement) and Arrangement fees

#### 2.1 Appraisal Fee

In consideration of the appointment, you may be asked to pay to the Broker an appraisal fee on a case by case basis for the purposes of assessing and preparing the Lending Proposal; a commitment fee which will be a proportion of the appraisal fee may be paid on the commencement of this agreement. The appraisal fee will be in addition to the lenders arrangement fee and will be set-out within a Funding Services Agreement (FSA) presented at offer.

#### 2.2 Arrangement fee

2.2.1 The lender may also pay the company commission included within the arrangement fee for introducing the client and packaging the case which will also be made visible at the point of a formal offer.

2.2.2 The Arrangement Fee shall not be payable or shall be repaid if;

2.2.2.1 A condition set out in the Finance Offer cannot be satisfied

2.2.2.2 The Lender withdraws the Finance Offer or seeks to make a material variation to the terms of the Finance Offer such that you are no longer able to proceed to Completion

2.2.2.3 And, in either case, Completion does not occur and the Loan Amount or any part of it is not advanced or paid by the Lender.

2.2.2.4 If after a period of Six months your Finance Offer has not completed, you will be entitled to a full refund of the Appraisal Fee less a £5.00 administration charge.

### 3 Client Consent

You consent that:

3.4 You are in agreement to pay the Appraisal (FSA) Fee as stated in Section 2.1 of this agreement.

3.5 You are aware that the Broker may receive a commission payment from a Lender for the arrangement of this agreement and you have no objections to the Broker receiving such commission. Payment will be due on completion of the loan and if not collected by the lender will be due payment by the client directly within 14 days of draw-down of the loan facility

**4 Payment of fees – When due and method of payment**

- 4.1 The payment of a proportion of the appraisal (FSA) fee due to the Broker under 2.1 will fall due upon signature. The balance of the appraisal (FSA) fee is due within 14 days of delivery of the Finance offer but in practice will be collected on drawdown of the facility.
- 4.2 Payment will only be requested after the Client has read, understood and signed the appraisal fee document (FSA). The Broker will accept payment of fees as they fall due by the following payment methods: Credit Card, Debit Card, or Direct Bank Transfer.
- 4.3 Refund of fees - Where a client fee refund is due to the Client the payment will be made within 14 days of it falling due and the payment will be completed via the same method as the original fee payment made to the Broker.

## Wattsford Commercial Finance - Privacy Notice

Wattsford Commercial Finance act as a commercial finance broker of non-regulated finance for our customers. Wattsford Commercial Finance is an Authorised Representative of White Rose Finance who are Authorised and Regulated by the Financial Conduct Authority Firm Reference Number 630772. Wattsford Commercial Finance is authorised under the Firm Reference Number 794560

### How we will use the information about you

Here at Wattsford Commercial Finance we take your privacy seriously and will use your personal information in several ways which will help us;

1. make lender decisions,
2. for fraud prevention,
3. for audit,
4. for statistical analysis,
5. credit reference checks

We may share your information with, and obtain information about you from, credit reference agencies or fraud prevention agencies.

We will not disclose your information to any company outside of White Rose Finance Group Ltd except to help prevent fraud or if required by law to do so.

For further information on how your information is used, how we maintain the security of your information and your rights to access/alter and change the information we hold on you, please contact [hello@wattsfordfinance.co.uk](mailto:hello@wattsfordfinance.co.uk)

### Additional Marketing

However, from time to time we would like to contact you with detail of other products and services we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you.

Post

Email

Phone

Text

### What we need

Wattsford Commercial Finance will be what is known as the 'controller' and the 'processor' of the personal data you provide to us. We collect personal data about you which may also include any special types of information or location-based information.

### Your Personal Data May Include

Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity.

Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history.

Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents.  
Any pre-existing financial products and the terms and conditions relating to these.

## Why we need it

We need to know your basic personal data to provide you with an accurate recommendation for your personal circumstances. We will not collect any personal data from you we do not need to provide and oversee this service to you.

For the processing of data to be lawful under GDPR Wattsford Commercial Finance use;

- (a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.
- (b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.
- (c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).
- (d) Vital interests: the processing is necessary to protect someone's life.
- (e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.
- (f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

## What we do with it

Automated Decision Making: Wattsford Commercial Finance will pass your data captured to lenders who may use automated decision-making in respect of your application for finance. We will only collect the minimum amount of data needed and have a clear retention policy for the profiles we create.

You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or any significant effects. You can request human intervention and challenge a decision made this way by contacting [hello@wattsfordfinance.co.uk](mailto:hello@wattsfordfinance.co.uk)

All the personal data we use is controlled by Wattsford Commercial Finance in the UK, however, for the purposes of IT hosting and maintenance, this information is located on servers within the European Union. No 3rd parties have access to your personal data unless the law allows them to do so. We have a Data Protection regime in place to oversee the effective and secure processing of your personal data. More information on this framework can be obtained on request by writing to The Training and Compliance manager.

We may pass your data to other third parties to provide you with offers of products suitable to meet your customer requirements. Your data is stored electronically on our cloud encrypted server. Our server is based in the UK

## How long we keep it

We are required under regulation to keep your basic personal data, such as name, address, and contact details for a minimum of 6 years, after which time it will be destroyed. The information used for marketing will be kept with us until you notify us that you no longer wish to receive this information.

## What are your rights?

If at any point you believe retained information is incorrect you can request to see this information and even have it corrected and possibly deleted. Providing you with this information is free of charge, but charges may apply for excessive requests.

If you wish to raise a complaint on how we have handled your personal data, you can contact our Data Protection Officer who will investigate the matter.

Where relevant, you have the right to withdraw consent and object at any time and this means that we cannot process your data provided without your consent.

More information about your rights can be found on the Information Commissioners website. <https://ico.org.uk/>

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office (ICO).

Our Data Protection officer is Andrew Wattsford and you can contact them at [hello@wattsfordfinance.co.uk](mailto:hello@wattsfordfinance.co.uk)

## Consent

We will share your details with companies who will process your information, in turn allowing Wattsford Commercial Finance to offer suitable products that lenders may provide.

Before we can proceed, we need your consent to do this. You can withdraw your consent at any time. Please be aware though, that if you do this, we will not be able to proceed any further with your application, and depending on the stage reached we may not be able to remove all your data due to our responsibilities laid out by the Financial Conduct Authority.

Do you agree to us holding and sharing your data in this way?

**Full Name:**

**Signed:**

**Date:**