

# Terms and Conditions

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Whilst made in good faith and illustrating certain elements of our funding products, please note that all calculations and quotations supplied through this website are intended as being indicative only. They are based on the limited information submitted and are not binding. Actual levels of funding and details of all applicable charges will be confirmed to you in a formal Offer Letter on receipt of your full details and completion of the underwriting processes.

## Personal Data

We collect personal data when you enter information on our website. You remain responsible for all personal data that you enter into our website and in doing so you agree to us storing and processing the data. We will use the personal data you supply to provide information on the services requested and to send you marketing information. We will not share your information with companies outside the *Advantage* Commercial Finance Group. For more information on how we use your information please see our privacy policy. In these terms personal data has the meaning given in the General Data Protection Regulation (EU) 2016/679 (GDPR);

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If you want to obtain our permission to use any of the Content other than as described in these terms, then please contact us on [enquiries@advantagedgecf.co.uk](mailto:enquiries@advantagedgecf.co.uk)

### **Intellectual Property**

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The Group of companies are: *Advantage* Commercial Finance Ltd and *Advantage* Commercial Finance (North) Ltd.

### **General Data Protection Regulation (EU) 2016/679) (GDPR);**

In accordance with the General Data Protection Regulation (EU) 2016/679) (GDPR); all directors/owners or officers (“Persons”) who sign the confirmation and Data Protection Agreement authorise *Advantage* Commercial Finance Ltd/*Advantage* Commercial Finance (North) Ltd and/or any other *Advantage* Commercial Finance related company (“*Advantage*”) to store and process information about such Persons and to undertake any investigations (including but not limited to searches with credit reference and fraud prevention agencies (“Agencies”) and money laundering prevention searches) deemed necessary by any of the *Advantage* companies to enable any of them to offer a finance facility.

1. I/We confirm my/our understanding that searches with Agencies will be added to my/our record(s) with the relevant Agency and will be seen by other organisations making searches with it.
2. I/We accept that information may be passed by Us and any *Advantagedge* Company to persons based outside the European Economic Area where data protection laws may be less demanding than those in the UK
3. I/We agree that the *Advantagedge* Companies may give information about me/us to:-

- an Agency, for it and others searching its records to use to help make decisions about me/us, my associated businesses or household's members;
- service providers (including insurers, for underwriting purposes (who may pass it to persons they deal with and to users of their services and give the *Advantagedge* Companies information and personal data from their own sources)), to help them carry out their services;
- legal and tax advisers and persons in relation to any Enterprise Finance Guarantee Scheme or other loan guarantee scheme application, to help provide their services;
- any person giving (or potentially giving) a guarantee, indemnity or other commitment to any of the *Advantagedge* Companies in relation to this matter, to assess their obligations to those *Advantagedge* Companies;
- bankers, financiers or other advisers acting on behalf of any of the *Advantagedge* Companies, me/us or any organisation in relation to this matter, so that they can carry out their services to such persons;
- to assess my/our financial position or consider offering facilities in relation to this matter; and
- any person where the *Advantagedge* companies are allowed or required to do so by law.

4. We are aware that:-

• I/We may tell the Data Protection Compliance Officer of the *Advantagedge* (details below) if:-

- I/We do not wish to be contacted by any of the *Advantagedge* about services for market research or of possible interest to me/us;
- I/We require details of the Agencies from whom any of the *Advantagedge* obtained information about me/us;

5. The *Advantagedge* Companies may monitor and/or record my/our phone calls to them for training or security purposes. Such recordings belong to the *Advantagedge* Companies.

6. I/We understand that subject to the terms of the offer, all the information supplied will be treated in the strictest confidence.

### **Data Protection Compliance Officer Details**

Emma Dungey: [edungey@advantagedgecf.co.uk](mailto:edungey@advantagedgecf.co.uk)

### **Privacy Policy**

This website is run by *Advantedge* Commercial Finance Ltd, the data controller, who is committed to the protection of your privacy.

All personal information given to us through this website will only be held and used in accordance with this policy, the Privacy and Electronic Communications (E.C. Directive) Regulations 2003 and the General Data Protection Regulation (EU) 2016/679) (GDPR)

This policy, in conjunction with our Website *Terms and Conditions*, sets out what we may do with any personal data we collect from you, or that you provide to us.

### **Information we collect and store**

We will not collect any personal information about you except where it is specifically and knowingly provided by you, for instance if you request information from us, fill in an online form or contact us by email.

We will keep any personal information for as long as is necessary in conducting our business with you.

### **What do we do with the information?**

We may use the information we hold about you:

- To provide you with information, products or services that you ask for
- To let you know about other products and services that we think you might be interested in (if you have said that you are happy to be contacted in this way)

If you do not want your data to be used by us or selected third parties for marketing purposes, please ensure that you select the appropriate option on any of our online forms.

If you do not select the appropriate option, but wish to do so subsequently, please contact [enquiries@advantedgecf.co.uk](mailto:enquiries@advantedgecf.co.uk) and we shall change your preference for you.

### **Disclosure of your information**

We may disclose your personal information to third parties:

- Where you have permitted us to do so.
- We use a third party to host, manage and support our website. They therefore have access to any data that you submit via this website. We will ensure that they respect and handle your data to the same standards that we do.

### **Your rights**

Your personal data is protected in the UK by General Data Protection Regulation (EU) 2016/679) (GDPR)

Under this Act, we will process personal data we hold about you in a fair and lawful manner and will keep it secure from unauthorised access by third parties.

Your personal data may have to be disclosed if we are required by law or as a result of a lawful request by a governmental or law enforcement authority.

If at any time, you wish to change any of the data we hold about you, or that you do not wish for your data to be used for marketing purposes, then please contact us at [enquiries@advantedgecf.co.uk](mailto:enquiries@advantedgecf.co.uk) with your instructions.

### **Information Security**

Information that is transmitted via the internet is never completely secure.

We have put suitable protection in place, however any transmission is at your own risk.

### **Encryption technology**

Where necessary we use Secure Socket Layer (SSL) protocol to protect the integrity of data during submission.

We also employ similar technologies and access control methods to keep any stored data secure.