

Pupil Terms and Conditions

LEARNER'S BAY Pupil Terms and Conditions

We reserve the right to change these Terms from time to time. Any changes to these terms will take effect immediately and shall be notified to you.

Your Instructor and LEARNER'S BAY

Your instructor is a self-employed franchisee ("Your Instructor") of Learner's Bay Limited trading as "LEARNER'S BAY" ("LEARNERS BAY", "We", "Us", "our").

Learner's Bay acts as agent for Your Instructor in receiving Your payments for driving tuition other than payments made directly by You to Your Instructor. Where LEARNER'S BAY and /or Learners Bay makes bookings with, or supplies any information or documentation to You, or processes any payments for Your lessons, they act as the agent of Your Instructor. The contract for driving tuition is solely between you ("You") and Your Instructor.

Tuition

Tuition is only available to persons who meet the following criteria:

- Aged 17 or over, or aged 16 or over and in receipt of or have applied for the enhanced rate of the mobility component of Personal Independence Payment (PIP), or in receipt of the higher rate of Disability Living Allowance (mobility component); and
- hold a valid UK provisional driving licence; and
- legally entitled to drive in the UK.

The I-nstructor App may be available where the driving instructor is registered to provide the service in support of tuition. Further details on the I-nstructor App can be found below.

I-nstructor App Terms and Conditions

By downloading or otherwise accessing the App, you agree to the following conditions:

LEARNER'S BAY hereby grants you and your instructor a non-transferable, non-exclusive licence to use the I-nstructor App on our device, subject to these terms, the Privacy Notice and any applicable app store rules (which shall be incorporated into these terms by reference). We reserve all other rights.

Feedback via the I-nstructor App will only be provided where an instructor has registered to provide tuition with this support.

Where the instructor has registered to provide feedback via the I-nstructor App, such feedback is not guaranteed after every lesson and will only be provided at the discretion of the driving instructor.

You will only have access to the I-nstructor App once you have registered with us and have received the necessary login details from LEARNER'S BAY.

The opinions expressed in the feedback are solely those of the Instructor and in no way reflect any opinion of the LEARNER'S BAY.

The I-nstructor App permits you to enter comments and to receive feedback. You are solely responsible for any content that you enter. Please consider carefully what you choose to share through the I-nstructor App. LEARNER'S BAY has no responsibility for the activities or opinions of either you or your Instructor.

LEARNER'S BAY does not monitor or screen the content of information posted or received by you however, LEARNER'S BAY reserves the right to suspend, block or remove any user content from the I-nstructor App at any time, for any reason (including, but not limited to, receipt of third-party claims or allegations relating to such content or breach of this Agreement by you).

You must only use the I-nstructor App when it is legal and safe to do so in accordance with all relevant traffic and highway laws, rules and codes.

You must ensure that any use of the I-nstructor App only occurs when the vehicle you are in is stationary, with the engine switched off and parked in a safe place and you agree not to use a handheld device in contravention of the law or the Highway Code or other official safety recommendations.

The I-nstructor App may be used only for authorised purposes by users who have agreed to this Agreement. You must not corrupt, falsify or distort any content on the I-nstructor App.

You are responsible for maintaining the confidentiality of login details associated with your use of the I-nstructor App and shall take all reasonable steps to keep this information confidential.

Any personal data provided to us in connection with the I-nstructor App is done so in accordance with our privacy notice.

If you give us information about another person, in doing so you confirm that they have authorised you to provide it to us and they consent to us processing their personal data (including any sensitive personal data) having been made aware of who we are and what we will use their data for, as set out in this notice. We reserve the right to request confirmation or to otherwise verify that you have such authorisation.

All rights, title and interest in the information recorded and entered into the I-nstructor App is the property of LEARNER'S BAY which acts as Data Controller.

All data and content added by you to the I-nstructor App shall remain on your device until deleted by you.

We will use reasonable efforts to make the I-nstructor App available at all times, however we make no guarantees and You acknowledge that the I-

nstructor App is made available over the mobile networks, the quality and availability of which may be outside of our control.

We cannot accept any responsibility whatsoever for the unavailability of the I-nstructor App, or any difficulty or inability to access content. The I-nstructor App is provided "As is" without warranties, condition or representations of any kind, whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement compatibility, security and accuracy. We may discontinue, change, or remove the App (or these conditions of use) at any time and for any reason without giving you any notice.

LEARNER'S BAY disclaims liability in connection with any technical problems you may experience whilst using the I-nstructor App that may result in interruptions to the service provided by the I-nstructor App.

The I-nstructor App shall become inactive after 60 days if not accessed and used. If you continue to use the telematics function of the I-nstructor App after completion of your tuition, LEARNER'S BAY shall continue to record and store the details of your journey.

Anonymous telematics data shall be used for analytical and statistical purposes.

You will comply with all reasonable guidelines issued by LEARNER'S BAY from time to time in relation to your use of the App.

Any trademarks, copyright, and other intellectual property rights in the App and data made available via the App belong to LEARNER'S BAY or its third party suppliers or licensors and do not belong to you. You will not (or encourage anyone else) in any circumstances to attempt to pass off the data made available on the App as your or their own.

In the event that LEARNER'S BAY reasonably believes that you are failing to comply with these terms and conditions it will have the right to suspend your use of the App with immediate effect. The suspension may, at LEARNER'S BAY's sole discretion, remain in force until you are able to demonstrate to LEARNER'S BAY's reasonable satisfaction that these terms and conditions have not been and will not be breached by you.

We do not limit its liability to you for death or personal injury arising from its negligence, or for fraud, fraudulent misrepresentation or any other liability that cannot be excluded under English law.

We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

These terms and conditions and any dispute, claim or obligation (whether contractual or noncontractual) arising out of or in connection with them, their subject matter or formation shall be governed by English law. You agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim relating to your use of the App.

Restrictions on the use of the I-nstructor App

You shall not and shall not authorise any third party to:

1. make copies of the I-nstructor App; 2. modify, decompile, disassemble, translate into another computer language, create derivative work, access the source code, hack, decrypt, rename files, or otherwise reverse engineer the I-nstructor App; 3. permit use of the I-nstructor App by anyone other than Authorised Users; 4. incorporate any portion of the I-nstructor App into any products which will be sold, licensed or transferred to a third party; 5. distribute, sell, lease, transfer, assign, trade, rent, lend or publish the I-nstructor App or license, sublicense or cross-license it or any part thereof and/or copies thereof to others or otherwise make available to any third party any of the data made available to you via the App; 6. use the I-nstructor App to post or otherwise transmit any materials that are harmful, fraudulent, threatening, abusive, harassing, tortious, defamatory, vulgar, profane, pornographic, obscene, libellous, offensive or otherwise objectionable; or that promote discrimination, bigotry, racism, hatred, harassment or harm against an individual or group; or that promote illegal or harmful activities or substances; or that have the effect of harassing or stalking any person, or otherwise offend the acceptable use standards set by the LEARNER'S BAY; 7. post or otherwise transmit any content through the I-nstructor App that would negatively affect the functioning of the system, including without limitation (i) any harmful, disruptive or destructive files or computer programs; or (ii) would impose an unreasonable or disproportionately large load on the system's infrastructure; 8. use the I-nstructor App or any part thereof in violation of any law or regulation, or for any purpose other than that as expressly permitted in this Agreement; 9. access, use or copy all or any part of the I-nstructor App in order to build a product or service which competes with the I-nstructor App; 10. use the I-nstructor App in any way that interrupts, impairs or renders the I-nstructor App less efficient; or 11. access or attempt to access the accounts of others or to penetrate or attempt to penetrate any security measures.

Lessons

You and Your Instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons.

You must notify Your Instructor of any matters which affect your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid UK provisional driving licence.

Cancellation of Lessons

If You or Your Instructor wish to cancel a lesson a minimum of 48 hours' prior notice should be given. If Your Instructor cancels a lesson without giving this minimum period of notice Your Instructor shall rearrange the lesson. Cancellations made by You must be made through the Customer Service Centre or directly between You and Your Instructor. Please note that the CSC is not open on Sundays. Cancellation requests cannot be actioned outside of office hours.

If you do not give at least 48 hours' notice of cancellation You will be charged for the lesson(s) concerned in full.

In the event of you having booked your driving test, the Driver and Vehicle Standards Agency (DVSA) requires you to give three clear working days to cancel your test. This may mean that you may lose your DVSA test fee if your instructor says you're not ready for your test within this three-day notice period.

Payments and Lesson Bookings

You must pay for any tuition at least 48 hours before the start of the lesson. Please note that the CSC is not open on Sundays. Payments cannot be taken outside office hours. You can use one of the following methods of payment:

1. Payment by credit or debit card online at www.learnersbay.co.uk 2.

Payment by credit, or debit card or by validating a LEARNER'S BAY voucher or gift card by telephoning the LEARNER'S BAY Customer Service Centre on 01204 353310

- Voucher and gift cards have no cash value and have to be redeemed against tuition.
- Voucher and gift cards are not transferable once they have been redeemed.
- Payment by cash or cheque direct to Your Instructor (any cheque must be made payable to Your Instructor)
- Please note debit and credit cards are valid until the date shown thereon.

LEARNER'S BAY has no responsibility or liability to You for payments made by any other means. If You pay Your Instructor directly by any method, You should obtain a receipt. LEARNER'S BAY accepts no responsibility for any payments made directly to instructors.

Price Changes

The cost of prepaid tuition is based on the lesson price in force at the time of booking and with the exception of the circumstances set out below, will be honoured for 12 months thereafter irrespective of any price increase that may occur between the date of booking and when the lessons are taken. Any unused lessons remaining after 12 months have elapsed shall have any lesson price increase applied prior to the lessons which shall become payable by You.

Circumstances where, if You have prepaid, You will either be required to pay an additional amount beyond the cost of Your pre-paid lessons or receive a refund of some of Your prepayments (as applicable):

- Where You have moved postcode area and requested reallocation to another Instructor because Your current Instructor does not operate in the new postcode area, You will be required to cover any difference in the hourly rate between those Instructors where Your new Instructor charges a higher hourly rate or, where Your Instructor charges a lower rate, you will be refunded the difference.
- Where you have requested to switch Instructors within the same postcode area and Your new Instructor charges a higher hourly rate than Your previous Instructor You will be required to pay the difference in the hourly rate or, where Your Instructor charges a lower rate, receive a refund of the difference.
- Where You have requested to switch Instructors in the same postcode area and Your new Instructor charges a supplement (for example an additional fee for tuition in a car with automatic transmission), You will be required to pay any such supplement.
- Where You have not undertaken any lessons for a period of three months and have been reallocated an Instructor after a price rise in tuition has taken place You will be required to pay the difference in price for your remaining lessons.
- Where You have purchased lessons with a Trainee Instructor and, at Your request, You are reallocated to a fully qualified Instructor You will be required to pay the difference in the hourly rate between those Instructors.

Short Notice Test Bookings

A “Short Notice Test” is when there is two weeks or less from the date of the first planned lesson to the date of Your booked test.

- A Short Notice Test package consists of 5 hours of instructor and tuition vehicle time as a minimum. This includes a 2-hour driving assessment and a further 3 hours’ covering the day of Your driving test.
- As a minimum You will need to pay for 5 hours of tuition before any lessons can be booked.
- Additional hours purchased within the Short Notice Test period as defined above will be charged at the instructor’s standard hourly tuition rate plus £5.
- If You fail your test and require additional lessons these will be charged at Your instructor’s standard hourly tuition rate.
- If You change your mind and wish to cancel Your Short Notice Test package lessons, a minimum of 48 hours’ cancellation notice is

required prior to the initial 2-hour assessment lesson, for a full refund. Please refer to our “Cancellation of Lessons” and “Refund Policy and Warranty” sections, for the standard terms and conditions of Our cancellation and refund policy.

- During the initial 2-hour assessment lesson you will be evaluated by Your instructor. If after the 2-hour assessment lesson the instructor tells You that You are not ready for the test, the instructor is under no obligation to take You to the test. Your instructor will advise you of the next steps needed to become test ready.
- The Driver & Vehicle Standards Agency stipulate that You need to give 3 clear working days to cancel or reschedule your test. This means that You may lose your Driving Standards Agency test fee if Your instructor says that You are not ready for the test after the initial 2-hour assessment lesson. In these circumstances neither LEARNER’S BAY and/or Your instructor are liable for the cost of any lost driving test fee.
- If You decide to reschedule Your test to a later date, You can use the unused pre-paid hour(s) for further tuition toward the new test date.
- This offer cannot be taken in conjunction with any other offer.

Special offers and discounts

LEARNER’S BAY presents a great range of offers and discounts to new and existing learner pupils on learning to drive and other related products. LEARNER’S BAY reserves the right to introduce (and to withdraw) special offers from time to time. Introductory offers are only available to new learner pupils, cannot be used in conjunction with other offers and are not transferable.

Refund Policy and Warranty

You are entitled to cancel Your prepaid tuition at any time (for the provisions relating to the cancellation of individual lessons please see the “Cancellation of Lessons” above). If You have not taken any lesson(s) at the time of cancellation You will be entitled to a full refund of any amounts paid to LEARNER’S BAY, subject to the below.

- If You have taken lesson(s) at the time of cancellation You will not be eligible for a refund on any lessons taken, inclusive of the booking fee (if applicable).
- Where it is possible to do so, We will refund You using the same method You used to pay for Your lessons when You made the payment. If for any reason We are unable to do this, We reserve the right to refund You by any other method We deem appropriate.

- We may request additional information from You to confirm Your identity in order to comply with the Money Laundering Regulations 2007; We will also use this information to ensure adherence to Our Merchant Operating Instructions for card collection facilities.
- Refunds may take up to 10 working days to reach You or Your account.
- Refund of partial block booking will be made pro rata on any lessons not taken.
- In the event of a “Buy one get one free” offer, no refund will take place once the first lesson has been taken
- All promotional packages are non-refundable
- All beginners offers are non-refundable unless exceptional circumstances prevail. Misuse of beginner offer may result in revocation of your package.
- All block booking payments are non-refundable. In exceptional circumstances and at the instructor’s discretion any refunds that are to be made should be directly with the instructor, not Learners Bay Head Office. Learners Bay cannot be held responsible for any payments made to the driving instructor.
- When a split promotional special offer is purchased, it is entirely at the instructor’s discretion when the lessons can be redeemed. Instructors will permit the pupil to take an initial set of hours when starting their lessons and the remaining balance when they reach test standard, again, at the instructor’s discretion.
- The following applies to all Block Bookings and promotional offers:
There cannot be a break between the lessons of more than 3 weeks; otherwise the remaining lessons will be forfeited. Abuse of these offers will result in the remaining lessons being revoked without a possibility of a refund. (This does not affect your statutory rights.)

If You have paid Your Instructor for the tuition You wish to cancel Your Instructor will refund you adhering to the same principles as set out above. If you have paid using a prepaid gift card or LEARNER’S BAY voucher, We will not be able to proceed to any refund after redemption of the card or voucher.

Transferability of Lessons

You cannot sell or transfer lessons which have been purchased in Your name to any other person.

Fraud prevention

Your lessons are only valid if they are purchased through the channels outlined in the Payments and Lesson Bookings section set out above. If Your lessons have been purchased through another source, please contact us immediately on 01204 353310. In the event that some or all of Your lessons were not purchased in accordance with the foregoing terms, LEARNER'S BAY reserve the right to suspend these lessons in Your account, with immediate effect.

An investigation will then be conducted by the LEARNER'S BAY in order to check the validity of the purchase. Where the results of the investigation determine that the lessons are not valid they will not be provided to You and the LEARNER'S BAY shall have no liability in these circumstances.

Limitation of Liability

Your Instructor and/or LEARNER'S BAY are not liable to You for any loss or damage caused where, and to the extent that:

there is no breach of a legal duty owed to You by the relevant person or body;

- such loss or damage is not a reasonably foreseeable result of such a breach;
- any such loss or damage, or increase in the same, results from any breach or omission by You;
- any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body.

Your Instructor and/or LEARNER'S BAY shall not, in any event, be liable for losses relating to any business interests You may have including, without limitation, lost profits, lost earnings, loss of opportunity or business or business interruption.

You are reminded that LEARNER'S BAY is not a party to the contract for driving tuition itself, which is between You and Your Instructor. This does not affect any liability that LEARNER'S BAY may have for any loss or damage You may incur which is caused directly as a result of any breach (including negligence) by it or them of any legal duty owed by it or them to You.

Nothing in these Terms and Conditions will affect any statutory rights You may have as a consumer.

Insurance

Your Instructor will carry the appropriate motor insurance, should You be involved in a collision as a learner driver whilst in control of driving the Instructor's tuition vehicle.

Complaints Procedure

If You have any concerns or complaints about any part of Your driving tuition which cannot be resolved with Your Instructor, please contact the Customer Service Centre on 01204 353310.

Where the Customer Service Centre is unable to resolve Your complaint to Your satisfaction, You will be entitled to refer the matter to Our Escalations Team who will use all reasonable endeavours to resolve your complaint within five working days.

Customer care

Your contract is between You and Your Instructor.

In the rare event of any problem arising, You should resolve this with Your instructor immediately. We recommend no further lessons are taken until the matter is resolved.

In the unlikely event that You are unable to reach a satisfactory conclusion, We will be happy to investigate further until the matter is resolved. Please note that We will require evidence of any financial transactions and lesson times before We are able to investigate.

Therefore, it is imperative that Your Driver Record (provided to You by Your Instructor) details are kept accurate and up to date. Should You require Us to investigate any matter, please contact Our Special Investigations Team by one of the following methods.

Email: complaints@learnersbay.co.uk

Post: LEARNERS BAY LIMITED, 34 Bradford park Drive, Bolton. BL2 1PA

If You still feel dissatisfied, You may contact the Driver and Vehicle Standards Agency on 0300 200 1122 who may be able to help you further.

Use of Your Personal Data

This privacy notice lets you know what happens to any personal data that you give to Us, or any that We may collect from or about you. It applies to all cases/examples where We collect your personal data.

We're LEARNERS BAY LIMITED, 34 Bradford park Drive, Bolton. BL2 1PA. We are a data controller of your personal data.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your welcome documentation or going to the Contact Us section of our website

1. What kinds of personal information about you do we process?

Personal information that we'll process in connection with all of our products and services, if relevant, includes:

- Personal and contact details, such as title, full name, contact details and contact details history;
- Your date of birth, gender and/or age;
- Your nationality, if needed for the product or service;

- Details of beneficiaries, such as joint policy holders, named drivers, beneficiaries of our products or services;
- Family members (if relevant to the product or service);
- Records of your contact with us such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- Products and services you hold with us, as well as have been interested in and have held and the associated payment methods used;
- The usage of our products and services, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- Marketing to you and analysing data, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you;
- Vehicle information, such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- Telematics and driving information about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken etc
- Driving school assessment, including feedback and analysis of your instructor;
- Information about your use of products or services held with our business partners, such as insurance policies, mortgage, savings or financial services and products;
- Information we obtained from third parties, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;

- Fraud, debt and theft information, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- Criminal records information, including alleged offences, for example if you apply for car insurance;
- Information about your health or if you are a vulnerable customer;
- Information about your property, such as location, value, number of rooms, property type and building work you've had done;
- Financial details about you, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- Details about all of your existing borrowings and loans, if relevant;
- Information about your employment status, if relevant;
- Information about your property occupier status, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- Your residency and/or citizenship status, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- Your marital status, family, lifestyle or social circumstances, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- Information we buy or rent from third parties, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- Insights about you and our customers gained from analysis or profiling of customers;
- Where relevant, information about any guarantor which you provide in any application;
- Third party transactions; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- Tax information, if relevant (for example, for savings accounts).

2. What is the source of your personal information?

We'll collect personal information from the following general sources:

From you directly, and any information from family members, associates or beneficiaries of products and services;

- Information generated about you when you use our products and services;
- From a broker or other intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- Learners Bay Group companies, if you already have a product with them, have applied for one or have held a one previously;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- From other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, HMRC, DWP, publically available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- We buy or rent information about you or customers generally from third parties, including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information, and other information to help improve our products and services or our business.

3. What do we use your personal data for?

We use your personal data, including any of the personal data listed in section 1 above, for the following purposes:

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;

- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting (“AGM”) processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We’ll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers (“Member Benefits”) as well as to any other offers and advice we think may be of interest;
- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
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- To develop new products and services and to review and improve current products and services;

- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other Learners Bay group companies to perform any of the above purposes; and
- To process any donations made to the Learners Bay Charitable Trust.

4. What are the legal grounds for our processing of your personal information (including when we share it with others)?

We rely on the following legal bases to use your personal data:

1) Where it is needed to provide you with our products or services, such as:

a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach; b) Managing products and services you hold with us, or an application for one; c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate); d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product; e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/changing/removing guarantors; and f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.

2) Where it is in our legitimate interests to do so, such as:

a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate); b) To perform, test the performance of, our products, services and internal processes; c) To follow guidance and recommended best practice of government and regulatory bodies; d) For management and audit of our business operations including accounting; e) To carry out searches at Credit Reference Agencies pre-

application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf; f) To carry out monitoring and to keep records of our communications with you and our staff (see below); g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes; h) For market research and analysis and developing statistics; i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match); j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses; k) For some of our profiling and other automated decision making; and l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.

3) To comply with our legal obligations

4) With your consent or explicit consent:

a) For some direct marketing communications; b) For some of our profiling and other automated decision making; and c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.

5) For a public interest, such as:

a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

5. When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- Learners Bay Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;

- Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

6. How and when can you withdraw your consent?

Where we're relying upon your consent to process personal data, you can withdraw this at any time by contacting us using the contact details in your welcome documentation or going to the Contact Us section of our website.

7. Is your personal information transferred outside the UK or the EEA?

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place, for example by using approved contractual agreements, unless certain exceptions apply.

8. How do we share your information with credit reference agencies?

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (CRAs). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

We'll continue to exchange information about you with CRAs while you have a relationship with us. We'll also notify the CRAs

about your settled accounts. If you borrow and don't repay in full and on time, CRAs will record the outstanding debt. This information may be given to other organisations by CRAs. The identities of the CRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you're making a joint application, or tell us that you have a spouse or financial associate, we'll link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

9. How do we share your information with Fraud Prevention Agencies?

This is explained in a separate leaflet available on our website or by using the contact details in your welcome documentation.

10. What should you do if your personal information changes?

You should tell us so that we can update our records. The contact details for this purpose are in your welcome documentation. We'll then update your records if we can.

11. Do you have to provide your personal information to us?

We're unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

12. Do we do any monitoring involving processing of your personal information?

In this section, monitoring means any: listening to recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above.

13. What about other automated decision making?

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to: decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to

offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. We may also do this using data from other parts of the Learners Bay, including product or services details (including usage of them or claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

14. For how long is your personal information retained by us?

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

15. What are your rights under data protection laws?

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- The right to be informed about your processing of your personal information;
- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed;
- The right to object to processing of your personal information;
- The right to restrict processing of your personal information;
- The right to have your personal information erased (the "right to be forgotten");
- The right to request access to your personal information and to obtain information about how we process it;
- The right to move, copy or transfer your personal information ("data portability"); and
- Rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - <https://ico.org.uk/>.

You can contact our DPO for more details on all the above.

16. Your right to object

You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details in your welcome documentation to exercise these rights.

17. What are your marketing preferences and what do they mean?

We may use your home address, phone numbers, email address and social media or digital channels (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication.

Changes to this privacy notice

We may change this privacy notice from time to time by updating this page in order to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes whenever you revisit our website – learnersbay.co.uk/privacy-notice.

Contact Us

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the DPO, you can use the contact details in your welcome documentation or you can go to the Contact Us section of our website.

Alternatively, you can write to LEARNERS BAY LIMITED, 34 Bradford park Drive, Bolton. BL2 1PA, marking it for the attention of the DPO or email dataprotection@learnersbay.co.uk.

General

"Force Majeure" means an event or sequence of events beyond our reasonable control preventing or delaying us from performing our obligations. We will not be liable if delayed in or prevented from performing our obligations under these Terms and Conditions due to Force Majeure.

A waiver of any rights under these Terms and Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If

such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

These Terms are not intended to give rights to anyone except you and us. The rights of any third parties are specifically excluded.

Your calls to the Customer Service Centre may be recorded for quality monitoring and training purposes.

Law applying to Terms and Conditions

These Terms and Conditions are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English Courts.

Registered address

LEARNER'S BAY is a trading name of LEARNERS BAY LIMITED
registered office at 34 Bradford park Drive, Bolton. BL2 1PA. Registered in
England and Wales number 10499918