**VENDOR AGREEMENT**

Date: 16 July 2015

Between **Henry Howard Finance PLC** ofUnit 5, Langstone Business Village, Langstone, Newport NP18 2LH("HHF") **and** (Vendor Name) of Vendor Address)**. Company Registration Number: [***Company Reg.***]** (“Vendor”)

**BACKGROUND**

This Agreement sets out the terms that will apply whenever the Vendor submits a proposal to HHF for the provision of credit and/or hire facilities to customers of the Vendor.

**DEFINITIONS**

"AML Law" means any and all legislation and/or guidance relating to the identification and/or prevention of money laundering, terrorist and other criminal activities, including but not limited to the Money Laundering Regulations 2007 and all guidance issued by the Joint Money Laundering Steering Group.

"CCA Law" means any and all legislation and/or guidance relating to the provision of finance to consumers, including but not limited to the Consumer Credit Acts 1974 and 2006, the Financial Services and Markets Act 2000, all regulations made in connection with those Acts, and all applicable Rules and Guidance issued by the FCA from time to time.

"Certificate of Acceptance" means the written confirmation, in a form detailed in the VFP and signed by the Customer, stating that the Equipment has been received in good working order and is accepted for the purpose of the proposed Finance Agreement.

"Commission" means the Commission payable to the Vendor when HHF enters into a Finance Agreement, in accordance with the Vendor Commission Structure.

"Contract Documentation" means all documents relating to the implementation of a Transaction, including, but not limited to the Finance Agreement, a Certificate of Acceptance, the Invoice and (if applicable in the context of a given Transaction) any form of guarantee or similar security agreement.

"Customer" means the individual, partnership or company wishing to enter into a Finance Agreement.

"Customer Information" means all information supplied to or otherwise obtained by HHF in relation to a given Customer.

"DPA Law" means any and all legislation and/or guidance relating to the protection of personal data and/or privacy including but not limited to the Data Protection Act 1988 and all guidance from the Information Commissioner's Office.

"Equipment" means the equipment which either does or is intended to form the subject of a Finance Agreement.

"FCA" means the Financial Conduct Authority

"Finance Agreement" means any loan, hire purchase or lease agreement entered into by HHF with a Customer as the result of a Proposal.

"HHF's DPA Policy" means the Policy attached at Appendix 3 to this Agreement. HHF may in its absolute discretion vary that Policy by not less than 30 days' written notice and any such variation will apply to all Proposals which are submitted by the Vendor after the date on which such variation is stated to take effect.

"Invoice" means the invoice to be issued by the Vendor to HHF in respect of each Transaction, fully detailing the relevant Equipment and the price payable by HHF to obtain absolute and unencumbered title to the same

"Lease Agreement" means a Finance Agreement for the hire of Equipment .

"Proposal Approval" means the written notification given by HHF indicating its willingness to enter into a Finance Agreement on such terms and/or subject to such conditions as HHF may specify (being both any specific conditions set out in the Proposal Approval itself and/or any general conditions set out in the VFP).

"Proposal" means each and every proposal form submitted by the Vendor including all supporting documentation.

"Regulated Activity" means any activity carried on by the Vendor in respect of which regulatory permission from the FCA is required, including but not limited to credit-related regulatory activities.

"Relevant Documentation" means the Contract Documentation together with all supporting documentation as may be detailed in the VFP from time to time.

"Standard Documentation" means documentation in HHF's standard form from time to time; alternatively, if HHF has in the VFP consented to the use of the Vendor's own documentation, documentation in the standard form approved by HHF in writing.

"Transaction" means the combination of individual dealings between HHF and/or the Vendor and/or the Customer which relate to a particular Finance Agreement or prospective Finance Agreement (whether or not ever completed) including, but not limited to, the Proposal, the purchase of any Equipment by HHF, and the Finance Agreement itself.

"Vendor Commission Structure" means the structure for payment to and/or claw back (recovery) from the Vendor of commissions payable under the terms of this Agreement and the VFP. HHF reserves the right to vary the criteria and/or rates which it applies to commissions/claw backs by not less than 30 days' written notice to the Vendor, and any such variation will apply to all Proposals which result in HHF entering into a Finance Agreement after the date on which such variation is stated to take effect.

"Vendor Facility Procedures" or "VFP" means each, every and (collectively) all written notifications sent to the Vendor from time to time by HHF detailing procedures which the Vendor is required to follow in connection with any aspect of the relationship between the parties. For the avoidance of doubt, the Vendor accepts that HHF may in its absolute discretion vary such procedures by not less than 30 days' written notice, and that any such variation will apply to all Proposals which result in HHF entering into a Finance Agreement after the date on which such variation is stated to take effect. The present version of the VFP is attached as Appendix 1 to this Agreement.

"Warranty List" means the list of warranties set out in Appendix 2 to this Agreement. HHF may in its absolute discretion vary such warranties by not less than 30 days' written notice, and any such variation will apply to all Proposals submitted by the Vendor after the date on which such variation is stated to take effect.

**AGREEMENT**

1. Proposals
   1. The Vendor will not submit to HHF Proposals which do not meet HHF's underwriting criteria as set out in the VFP from time to time or which the Vendor ought reasonably to know will not be acceptable to HHF.
   2. All Proposals will be in such form, will contain such information and must be accompanied by such supporting documentation as may be set out in the VFP from time to time.
   3. The Vendor will make all reasonable and/or appropriate enquiries to verify that all information which is set out in or accompanies any Proposal and/or Finance Agreement is accurate and complete to the best of the Vendor’s knowledge and belief.
   4. HHF will have absolute discretion to reject any Proposal without giving reasons.
   5. HHF may at any time during the Term require the Vendor to thereafter meet such targets regarding Finance Agreements as may be set out in the VFP. Such targets may include, but shall not be limited to:
      1. the percentage acceptance of proposals:
      2. the percentage conversion of accepted Proposals into Finance Agreements
      3. the number of Finance Agreements to be entered into in a given period of time;
      4. the percentage of Finance Agreements which suffer default by the Customer and/or are terminated early
2. Authorisation and Compliance
   1. The Vendor will ensure that in respect of any Transaction. the Vendor will:

2.1.1 Have such authorisations and/or make all appropriate registrations as may be required by legislation and/or an appropriate regulatory body including, but not limited to, the holding of all relevant permissions from the FCA to conduct any Regulated Activities carried on by the Vendor, and/or registrations for the purposes of DPA Law and AML Law.

2.1.2 Observe and comply with all legal requirements and/or Codes of Practice (whether presently in force or subsequently introduced) which relate to the grant and/or introduction of finance to Customers, including but not limited to AML Law, CCA Law, and DPA Law.

2.1.3 Observe and comply with HHF's DPA Policy in force from time to time.

* 1. The Vendor will, as and when requested to do so by HHF, provide HHF with such evidence of the Vendor's compliance with clauses 2.1 as HHF may reasonably require in order to satisfy its own obligations in respect of AML Law and/or DPA Law and/or CCA Law, including but not limited to the provision of:

2.2.1 written confirmation of compliance with any aspect of clause 2.1 and/or provision of such copy documentation as HHF may require; and/or

2.2.2 access for HHF's staff and/or agents on reasonable notice to verify such compliance on the part of the Vendor by way of inspecting documentation and/or obtaining verbal confirmation of policy, procedure and practice from the Vendor or any member of the Vendor 's staff.

* 1. Whenever the Vendor submits a Proposal to HHF, it will be deemed to have given HHF such of the warranties set out in the Warranty List in force from time to time as relate to compliance issues including but not limited to, DPA Law and/or AML Law and/or CCA Law.

1. Proposal Approval
   1. HHF will advise the Vendor in writing if a Proposal is approved. The Vendor will then be responsible for ensuring that the Customer is made aware of any and all conditions attached to that approval, and for obtaining confirmation from the Customer that the terms approved by HHF are acceptable.
   2. The Vendor will thereafter be responsible for ensuring that:

3.2.1 The Contract Documentation is signed by the Customer and/or any relevant third parties in a form which conforms exactly with Standard Documentation.

3.2.2 The Relevant Documentation is then forwarded to HHF.

3.3 The Relevant Documentation must be received by HHF as a single pack prior to the expiry of the proposal approval (typically 90 days after the date of the Proposal Approval). If the Vendor submits incomplete documentation and/or submits documentation after this period expires, HHF may in its absolute discretion refuse to complete the Transaction.

3.4 The Vendor will retain for not less than 6 years after the date of the submission of any Proposal (in electronic and/or paper format), and will provide HHF on request with, copies of all Relevant Documentation and/or all other documentation as may relate to that Proposal, including but not limited to all documentation as may be necessary to verify the Vendor's compliance with clauses 2.1, 3.1 and 3.2.1, and with all warranties given under clause 2.3

1. Completion
   1. Once HHF has received the Relevant Documentation and is satisfied that all conditions attached to the Proposal Approval have been complied with (including, but not limited to proof that the Equipment has been delivered and installed to the satisfaction of the Customer), it will complete the Transaction by signing the Finance Agreement and making payment of:

4.1.1 the agreed purchase price; and

4.1.2 any Commission due to the Vendor in accordance with Clause 5 below.

* 1. Until such time as it has completed a Transaction, HHF may in its absolute discretion withdraw a Proposal Approval if it becomes aware of any information which materially alters the Transaction and/or which HHF reasonably considers would, if it had been known at the time, have resulted in HHF not giving that Proposal Approval and/or giving it on substantially different terms.
  2. Immediately prior to completion of any Transaction, the Vendor will be deemed to have given HHF the warranties detailed in the Warranty List. Those Warranties falling within Part B of the Warranty List will be deemed to be limited in scope to information and/or matters that are, or ought to be, within the knowledge of the Vendor, acting in accordance with both the terms of this Agreement and generally accepted industry best practice.

1. Commission
   1. If HHF completes a Transaction, it will pay the Commission at the rate or rates and on the terms specified from time to time in the Vendor Commission Structure.
   2. HHF will be entitled to immediate return of all Commission paid in respect of a Transaction if it has reasonable grounds to suspect that any party involved in the Transaction has engaged in fraud, misrepresentation or any similar wrong doing (either with or without any knowledge on the part of the Vendor).
   3. The present Vendor Commission Structure forms part of the VFP.
   4. The Vendor undertakes that it will not in any way act as agent on behalf of the Customer or otherwise take on any fiduciary duty in respect of the Customer; neither will it receive any fee, commission or other payment (directly or indirectly) from the Customer in connection with the Transaction.
2. Indemnity
   1. The Vendor will indemnify HHF against any expense, loss or other liability (including but not limited to administration and/or legal expenses) which HHF may incur/suffer as a result of any breach and/or failure to comply strictly with the terms of this Agreement on the part of the Vendor, or in enforcing those terms.
   2. The Vendor will pay HHF on demand any sum which HHF reasonably considers the Vendor is or may become liable to pay to HHF under the terms of this Agreement and/or resulting from such a breach and/or failure on the part of the Vendor, whether or not liability for that sum has at that date fallen due.
   3. If the amount of any potential liability cannot be exactly calculated, HHF will be entitled to demand payment of such sum as it reasonably considers will be sufficient to cover the Vendor's liability once final calculation takes place.
   4. Any sum payable to HHF under this clause must be paid by the Vendor in cleared funds without any deduction or set off within 7 days after demand
   5. In addition, if HHF reasonably considers that the Vendor has breached any of the warranties detailed in the Warranty List HHF may in its absolute discretion require the Vendor to do (and the Vendor shall if requested immediately do) the following:
      1. repay to HHF the Purchase Price of the Equipment
      2. repay to HHF all Commission paid in respect of that Transaction; and
      3. assume full liability for due performance of HHF's responsibilities under the Finance Agreement and indemnify HHF against any claim that may be brought against it in connection with the same and/or the Transaction as a whole.
3. Maintenance
   1. If the Vendor and/or third party undertakes with HHF's consent to provide a Customer with maintenance, product support or any similar service in respect of the Equipment or otherwise in connection with the Transaction, HHF will collect and pass on to that provider any agreed charges payable by the Customer.

7.2 If for any reason any third party provider fails at any time to provide those services to the satisfaction of the Customer, the Vendor will use its best endeavours to arrange for an alternative provider to do so.

1. Sale Option
   1. When a Lease Agreement is terminated and/or expires, HHF may in its absolute discretion give written notice, in the form of an Invoice, requiring the Vendor to repurchase the Equipment, and the Vendor shall thereupon repurchase the Equipment from HHF on the terms set out in this clause 8.
   2. The terms of that sale will be:
      1. the Equipment is sold "as is, where is", without any express and/or implied warranties as to condition, description, whereabouts or existence and all implied terms relating to the Equipment are hereby excluded to the maximum extent permitted by law;
      2. the purchase price will be such figure as may be stated in the VFP from time to time;
      3. that purchase price (plus VAT thereon) will be due immediately, even if the Equipment cannot be located; and
      4. risk in the Equipment passes to the Vendor as soon as HHF give notice to purchase; title will pass as soon as the Vendor pays the purchase price
   3. Should the purchase price under clause 8.2.3 not be paid by the Vendor within 28 days of it becoming due, HHF may, at its unrestricted option, at any time thereafter give the Vendor written notice to cancel the repurchase of the relevant Equipment. If HHF does so, the Vendor will no longer be bound and/or entitled to repurchase the Equipment and/or pay the purchase price under clause 8.2.3, and HHF may dispose of the Equipment as it sees fit without accounting to the Vendor for any portion of the payment it receives when it does so.
2. Renewal of Lease Agreements
   1. If a Customer continues to pay rentals under any Lease Agreement in respect of a period subsequent to the expiry of any minimum period of hire, HHF will pay the Vendor a renewal Commission amounting (net of any VAT payable) to such percentage of each such net rental (excluding VAT) received by HHF in cleared funds as may be stated in the VFP from time to time.
   2. Such commission will be paid at the end of the calendar month following the month in which the relevant rental is received by HHF.
   3. Notwithstanding Clause 9.2, if HHF require the Vendor to provide a VAT invoice in respect of such commission, the same will not become due until the Vendor has done so.
   4. No commission will be payable under this clause if the Agreement has been terminated under Clause 10.1 or 10.2.
3. Termination
   1. Either Party may terminate this Agreement with immediate effect by notice in writing if the other Party:

10.1.1 fails to make any payment within 7 days of becoming due

10.1.2 fails to remedy any other breach by it of the terms of the Agreement within 14 days of receiving written notice requiring it to do so

10.1.3 has a receiver or an administrator appointed over its assets, has a petition for Bankruptcy or Liquidation presented against it, calls a meeting of its Creditors for the purposes of Liquidation or an individual/company voluntary arrangement, or otherwise attempts to compound with its Creditors.

10.1.4 has any attempt made to levy distress, execution or similar process over any of its assets.

* 1. In addition, HHF will be entitled to terminate this agreement by not less than 28 days notice if the Vendor fails to meet any targets set by HHF in accordance with Clause 1.5, provided that such notice is given not more than 3 months after the date of the occurrence of the failure on which it is based.
  2. In addition, HHF will be entitled to give the Vendor at any time notice in writing that it will no longer accept some, any or all Proposals from the Vendor. If HHF gives such notice, the Vendor will not submit any relevant Proposals after the date on which HHF notifies the Vendor that such notice will take effect.
  3. Termination will not affect the enforceability of any provision of this Agreement which is intended to be, or is capable of being enforced after termination including, but not limited to Clauses 5, 6, 7, 8 and 11.

1. Confidentiality
   1. Each party shall keep confidential all matters which may come to their knowledge regarding the commercial affairs, lending arrangements, terms or any other matters confidential to the other, both during the term hereof and for two years after termination (by whichever party and for whatever reason).
   2. Clause 11.1 will not apply to any disclosure
      1. as may be required to its professional advisors;
      2. as may be required by law;
      3. of matters in the public domain (other than by reason of the default of the party concerned); or
      4. made with the consent of the other party.
   3. Furthermore, Clause 11.1 will not apply to any matter disclosed to an employee, officer, member or agent of a party, where such disclosure is made only for the purposes of this Agreement and the disclosing party procures that the disclosee(s) will themselves keep the matter confidential.
2. General
   1. Neither this Agreement nor any prior or subsequent dealings between the parties are intended to amount to a partnership
   2. The Vendor will not at any time hold itself out, or knowingly allow any third party to hold itself out as being an agent of HHF or as authorised by HHF to make any representations whatsoever relating to a Proposal or to a Transaction (either before or after completion).
   3. This agreement may only be varied by the parties in writing.
   4. HHF may assign its interest in this Agreement without consent from the Vendor; the Vendor may not do without HHF's written consent
   5. HHF will have the right to set off any sums due from itself to the Vendor against any payment which has or will fall due from the Vendor to HHF under this Agreement including, but not limited to actual and/or contingent payments falling due under clause 6.
   6. Any notices, instruction or other communication must be in writing and may be delivered by hand, fax or ordinary first class post. Postal deliveries will be deemed received on the second working day after posting; items hand delivered or sent by fax will be deemed received the same day.
   7. If any payment due from the Vendor is overdue, interest will also be payable on that sum at the rate of 4% per annum above finance house base rate from time to time.
   8. This agreement will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

**Appendix 1**

**Vendor Facility Procedures**

**Examples of what should / could be included here –   
  
- Commission structure  
  
- Underwriting criteria (e.g any particular criteria for asset being supplied by vendor)  
  
- Expected Acceptance rate Expected conversion rate  
  
- Expected Volume (Monthly / quarterly / annually)  
  
- Acceptable default rate  
  
- Cost for title  
  
- SPR share if applicable  
  
- Documentation to be used (e.g are we accepting  
  
- Vendor’s own agreement)  
  
- Any variances to the COA  
  
- Details of rules on e-signature if applicable  
  
- Details of payment for completed agreements – timeframes and payment method (bacs / next day / same day)**

**Appendix 2**

**Warranty List**

The Vendor warrants in respect of each and every Proposal submitted to HHF and/or Transaction completed as a result of such Proposal that:

**Part A**

1. The Vendor has obtained confirmation that the Customer (or, if appropriate, the Directors/Members of any limited liability Customer) has/have consented both to his/her/their personal information being disclosed to HHF (whether such information is disclosed by the Customer and/or the Vendor, or is the result of subsequent enquiries and/or credit checks by HHF) and to the subsequent processing of this information by HHF for all of the purposes for which HHF may wish to use it (as set out in HHF's DPA Policy from time to time).

2. The Vendor has confirmed that the identity of the Customer as described in the Finance Agreement and the equipment delivery address set out in the Certificate of Acceptance are correct and that the address is an authorised place of business of the customer.

3. The Vendor has obtained confirmation from the Customer and/or an authorised representative that all of the Equipment and any other items that the Customer requires in order to make use of the Equipment (whether included within the Transaction or not) have been delivered and installed, are working to the Customer's satisfaction and that HHF is authorised to pay the Vendor.

4. All Contract Documentation is in the form of Standard Documentation.

5. The price payable by HHF to obtain ownership of the Equipment (excluding any commission payable to the Vendor), does not exceed the price which HHF could fairly expect to pay to obtain title to such Equipment in the open market (and if appropriate, to have the same installed by an independent third party), and does not (save to the extent specifically disclosed by the Vendor as part of the Proposal) contain any element in respect of any payment due to be made either towards any existing liability owed by the Customer to a third party and/or towards any connected items including, but not limited to items such as airtime/usage charges, maintenance charges and any type of product support.

6. The terms of any Finance Agreement, including but not limited to the minimum period of hire and the rentals payable during that period, are reasonable given the nature of the Equipment and/or its life expectancy.

7. Full and unencumbered ownership of the Equipment will pass to HHF immediately on payment of the purchase price in accordance with clause 4.1

8. The Vendor is not aware of any fact and/or circumstance which it has not disclosed to HHF which HHF might reasonably regard as being relevant when deciding whether to complete the Transaction; including but not limited to any failure by the Vendor or a third party involved in the Transaction to comply with the requirements of AML Law and/or CCA Law and/or DPA Law

**Part B**

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9. No variations to the terms of the Contract Documentation have been entered into with the Customer by the Vendor, whether orally or in writing and whether by way of an amendment to any Contract Documentation or as a separate agreement.

10 The Contract Documentation was complete and accurate when signed by a signatory whose authority to sign has been verified by the Vendor.

11. Nothing exists which might give the Customer any right of claim and/or set off against HHF or which might in any way give the Customer and/or any guarantor grounds for withholding payment of a sum otherwise due to HHF.

12 No misrepresentations have been made to the Customer by the Vendor and/or any third party regarding the terms and/or nature of the Transaction, the Equipment and/or its use, or any peripheral matters which the Customer would regard as being linked to the Transaction.

13. The Contract Documentation is subsisting, valid, and enforceable, is not terminable or otherwise capable of avoidance and has not been breached in any way

**Appendix 3**

**HHF's DPA Policy**

1. We, HHF wish to ensure that we conform at all times with both the letter and the spirit of the Data Protection Act 1998 ("DPA"). Furthermore, we expect all of our brokers to do the same.

2. In particular, we wish to ensure that we do not process "personal information" (as defined in the DPA) without the consent of the relevant individual. As an HHF Vendor, it is your responsibility to ensure that all necessary DPA consent is obtained from any relevant individual before his/her personal information is passed to us. Failure to comply with this policy will be a breach of your Vendor agreement.

3. Such consent will, for example, need to be obtained from:

3.1 any individual that may be entering into a finance agreement with us;

3.2 all partners in a partnership;

3.3 any individual who will be providing us with a personal guarantee

4. Such consent will need to be expressed to:

4.1 extend to all activities detailed in the DPA Notice contained in our standard documentation, as amended by us from time to time in order to reflect DPA best practice; and

4.2 be effective whether or not we enter into a Finance Agreement with the customer as a result of the Proposal to which the consent applies.

4.3 include our contact details should a customer wish to know which credit reference and/or fraud prevention agency we use.

5. Furthermore, this consent will need to cover the following activities:

* 1. allow us to share all personal information regarding an individual (including information obtained from other sources) with any HHF group companies and/or any agents acting on our behalf, and for us/them to use that information for the purposes of research and analysis, customer services or to contact the individual about other products/services, such contact to be by any means including email, telephone, sms, fax or post.

5.2 allow us to use all such personal information for credit assessment as part of the finance application, including carrying out credit reference agency searches and/or recording details with fraud prevention agencies; it must be clear to the individual that these searches/records will be available for others to access and use for purposes such as checking other finance applications, recovering debt, checking insurance proposals/claims and in connection with job applications/employment.

6. Confirmation that consent to search has been obtained in compliance with the terms of this DPA Policy must be listed on each finance application submitted to HHF.

7. Lastly, if the circumstances of a given transaction make it difficult for you to obtain such consent direct from any individual (for example, where finance is being arranged by one director/partner and you have no direct contact with his co-directors/partners), you must obtain express confirmation from the individual with whom you are dealing that he/she is authorised to give DPA consent on behalf of any other relevant individuals.

8. Our current form of customer DPA Notice is as follows;

**Introduction**

* This Data Protection Notice applies to:
* all information which you provide or have already provided to the Henry Howard Finance Group. This includes Henry Howard Finance Plc, HH Asset Finance, HH Retail Finance, HH Vendor Finance and HH Cashflow Finance Ltd
* past, present and prospective customers and staff
* third parties
* professional advisers
* staff in a wide range of organisations and institutions
* contractors and suppliers of various kinds
* We will only collect and use your information where we have lawful grounds and genuine commercial reasons to do so
* We will implement and adhere to information retention policies relating to your information and will ensure that your information is securely disposed of at the end of the appropriate retention period
* We will ensure that HHF staff understand their responsibilities in relation to Data Protection and that adequate training is provided
* We will ensure that when we outsource any processes the supplier has appropriate security measures in place and will contractually require them to comply with these
* We may change this notice at times because of the following reasons:
* we have introduced systems, procedures or services which are either new or have been improved
* we have anticipated or there have been actual changes in market conditions and/or legal/regulatory requirements
* to ensure that this notice remains as clear as possible and as helpful to our customers as possible
* to amend any information which is incorrect or may not be a true reflection of the company’s policy and procedures
* to ensure that our business is run prudently
* Third parties must always provide consent prior to you providing us with their details. They must firstly confirm that they are happy for their personal information to be used in the ways set out in this notice. When such information is provided to us, although we may seek confirmation, we will always assume that consent has been obtained. Where information is provided about a third party, or they confirm a connection to you,that information may be also be taken into account with your own personal information. This may relate to a joint applicant, any person with whom your finances are linked, any person with at least a 25% share in your business or any director (where necessary).
* We only use your personal information as outlined in this notice and will always fully adhere to UK data protection legislation which includes the Data Protection Act 1998. However, it is of the utmost importance that you take appropriate measures to protect your own personal data. For example, it is generally unadvisable to divulge passwords/access codes to third parties and such information should be kept safe and secure at all times.

**Information which we may collect and process about you**

* information which you provide to us or anyone acting on your behalf (eg. a supplier). The information may be supplied to us in the form of a written application, via the HHF website or verbally. The information may include such things as your date of birth, address, contact details, employment details, bank details and other financial information
* records of written/verbal communication/correspondence from/to you (or anyone acting on your behalf)
* details of transactions which you carry out with us
* your credit history, where you have applied for credit or where we have agreed to provide credit to you

**Use of information collected**

* It is not our policy to sell your information to third parties for marketing purposes. We may process, transfer and disclose your information only for the following purposes:
* dealing with your enquires
* providing you with a service
* following your instructions
* authenticating your identity
* detecting and preventing fraudulent activity
* adhering to money laundering or other regulatory/legal requirements
* making/obtaining a credit decision (where you have submitted an application for credit or we have agreed to provide you with credit)
* complying with regulatory obligations, legal requirements, court order or government agency
* monitoring and/or recording your phone calls in order to check we have carried out your instructions correctly, to resolve queries/complaints, for regulatory purposes, to help improve our quality of service (conversations may also be monitored for staff training purposes)
* statistical purposes, ie. in order to improve our business and services which we provide
* We may transfer your personal information outside the European Economic Area (EEA) to countries which may not offer the same level of data protection as the UK. Staff located in these countries may be engaged in, among other things, the processing of your payment details and the provision of support services. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this notice.
* HHF may provide you with information about services or products available from HHF via mail, telephone or other means. You may choose to opt out of this process at any time.
* Where you have made an application for credit or where we have agreed to supply you with credit, we may carry out checks with a credit reference agency. A record of all searches made by HHF will be kept by the agency and will visible to all other companies who carry out searches with that credit reference agency.
* We have systems in place that protect our customers and HHF against fraud and other crime. Customer information will be used to prevent crime and to locate those who are responsible. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example:
* when checking details on a credit application
* for purposes of debt recovery
* checking details of employees and job applicants
* Where you apply for credit we will tell you, where legally permitted, if we make an assessment based on your credit scoring or suitability which has been done based exclusively using an automated decision making process. You can then ask us to review the decision using alternative means if you feel that this will result in a more satisfactory outcome.

**Disclosure of your information**

* Your personal information may be passed to us and used within HHF and those who administer or process the information on our behalf.
* Where your application has been submitted via a person or persons acting on your behalf (eg. a supplier) we will inform them of the outcome of your application and whether we have agreed it. We may also disclose information about you and your relationship with us throughout the term of that relationship. If you do not wish us to disclose this information, please inform us in writing.
* We may also disclose your information to third parties in the following situations:
* We sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller/buyer
* HHF, or any part of HHF, including HH Cashflow Ltd, is acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets
* We are legally obliged to disclose or share your personal data in order to comply with any legal requirements or to protect the rights, property or safety of HHF or any part of it.

**Access to your information and correction**

* All individuals whose personal data is held by any entity within HHF are entitled to be given a description of:
  + the personal data of which that individual is the data subject;
  + the purpose for which it is being processed; and
  + the recipients to whom it is or may be disclosed.

Any person wishing to exercise this right can make a request in writing to the Data Protection Officer, with the administration fee (currently £10). HHF aims to comply with access requests as soon as possible but must do so within forty days of receipt of the request unless there is good reason for a delay. If so, the reason for the delay must be explained in writing to the individual making the request.

* If you become aware that we are holding information about you which is in any way incorrect, please let us know immediately so that we may amend it as quickly as possible.

**How to contact us**

If you have any queries or comments in relation to this notice, please contact the **Data Protection Officer:**

Jason Davies

Henry Howard Finance Plc

5 Langstone Business Village

Langstone  
Newport

NP18 2LH

Telephone : 01633 415 222

Email : jdavies@hhf.uk.com

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| Signed for and on behalf of  **Henry Howard Finance Plc:**  ………………………………………  Name:  Position:  Signed for and on behalf of **Vendor Name**    ………………………………………  Name:  Position: |
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