

Important Information Leaflet

MS-RT Leasing is a trading style of Drivespeed Leasing Limited.

The Financial Conduct Authority (FCA) is the independent regulator of financial services. The FCA requires Drivespeed Leasing Limited (also collectively referred to as 'us' and 'we' hereon) to provide you with a document called an 'Important Information Leaflet'.

This document contains important information about us, the products we offer, the services we will provide, who regulates us, and what to do if you have a complaint.

Who are we?

We are Drivespeed Leasing Limited, and our registered office is, Arabesque House, 1st Floor, Unit 5, Monks Cross Drive, Monks Cross, York, YO32 9GZ

We are authorised and regulated by the Financial Conduct Authority as a credit broker and lender, Registration Number: 791845, though for this purpose we will be acting as a credit broker and not a lender, therefore we can introduce you to lenders who may be able to help you finance your vehicle.

Whose products do we provide?

Drivespeed Leasing Limited will provide customers with quotes, with or without maintenance depending on your requirements. We will not give you advice but we will make recommendations after we have assessed your needs. You will need to make your own choice about how to proceed.

We may use our own funding to help you finance your vehicle and provide other products and services. We recommend you review the market place as other companies offer the same service.

You can check the authorisation status of Drivespeed Leasing Limited on the Financial Conduct Authority's register by visiting their website www.fca.org.uk/register or by contacting them on 0800 111 6768 (freephone) or 0300 500 8082.

What do we charge?

Drivespeed Leasing Limited charge a maximum processing fee of £249.00 for their services, details of which will be disclosed on your order form. This cost covers the administration fee and the credit and identity check undertaken by the selected funder.

This fee can be paid via bank transfer or debit card. You will be contacted by our accounts department up to 14 days prior to delivery to make payment.

Our funders will charge an interest rate on the monthly installments of the vehicle lease. This interest rate will not be known to Drivespeed Leasing until the point of quote. If you require further information on this, please let your salesperson know and we can provide you with further details.

What services do we provide?

As an agent, we will provide you with information and quotations. In order to provide you with this service we will pass your personal information to our panel of selected funders for the purposes of undertaking credit checks and identity checks on you, and/or your business, and/or those with whom you are linked financially. Our funders may also share this information with other third parties to protect them and Drivespeed Leasing Limited against fraud.

Cooling Off Period

Your cooling off period is the period of time that you can cancel the purchase of goods or a service without incurring a penalty. It specifically relates to sales made at distance, such as online, over the phone or via mail order. Under the consumer rights regulations, any goods or services sold at a distance or off premises are entitled to a minimum 14-day cooling off period. During this time, you may cancel your purchase for any reason and get your money back.

If Drivespeed Leasing Limited are arranging your vehicle lease, you are entitled to two cooling off periods. You have a cooling off period with Drivespeed Leasing Limited (our brokerage agreement), and a cooling off period with the finance provider (your consumer hire agreement). Both these periods are 14-days.

Your cooling off period with Drivespeed Leasing, relates to the period of time you have to decide whether or not you wish to use Drivespeed Leasing's services. In accordance with the Consumer Contracts Regulations, agreements that have been concluded with no face-to-face dealings can be cancelled without penalty if notified in writing within 14-days of signing your order form. This 14-days period begins once the vehicle order form has been signed.

Your cooling off period with the finance provider, relate to your cancellation rights on your consumer hire agreement. Again, in accordance with the Consumer Contracts Regulations, regulated consumer credit agreements that have not been concluded face-to-face can be cancelled within 14-days without penalty. This 14-day cooling off period may differ between funders, but often starts either once the finance documents have been issued, or once they have been signed. Most finance providers do not allow vehicles to be delivered until the cooling off period has ended.

Cancellations

If you cancel your order within the 14-day cooling off period, you will receive a full refund of the processing fee.

If you cancel after you 14-day cooling off period has ended and your finance documents have not been signed, then £100 inc VAT will be retained by Drivespeed Leasing Limited to cover all costs and expenses incurred up to that stage. This amount will be deducted from the processing fee. If you cancel after your finance documents have been signed, then you will not be entitled to a refund.

If you wish to exercise your right to cancel, you must notify Drivespeed Leasing Limited of your decision to cancel in writing via post or email to

Drivespeed Leasing Limited
1st Floor, Unit 5
Arabesque House,
Minks Cross
York
YO32 9GZ

admin@drivespeedleasing.co.uk

By exercising your right to cancel, you are withdrawing from your contract with us, and the contract is terminated. For consumer entitled to a refund of the processing fee, either part or in full, refunds will be issued within 28 days from when Drivespeed Leasing Limited receive notification of cancellation.

Commissions Disclosure

Drivespeed Leasing Limited have commercial agreements in place with a range of dealerships, product providers and funders. Drivespeed Leasing Limited are a commission based organisation, which means that we receive commission-based payments from those we work alongside. We will receive financial remuneration which may be variable or pre-set dependent on the product and the organisation. The amounts that we receive may vary.

Under Consumer Credit Directive rules, customers are entitled to request potential commission earning from Drivespeed Leasing. Drivespeed Leasing Limited maintains a policy of transparency regarding commissions disclosure requests and will willingly provide this information to all customers that request it.

In line with legislation, if you would like Drivespeed Leasing to disclose any potential commissions, please make your request to compliance@drivespeed.co.uk.

Once your request is made, it will be dealt with by the Group Compliance Manager. A record of all commission requests and responses will be retained in line with Drivespeed Leasing's retention policy.

Alternatively, you can also contact us via the following methods:

In writing: Group Compliance Manager, Drivespeed Group, 1st Floor, Unit 5, Arabesque House, Monks Cross Drive, Monks Cross, York, YO32 9GZ

By phone: 01904 682892

If you have a complaint

Drivespeed Leasing Limited

It is the aim of Drivespeed Leasing Limited to provide a very high standard of service to every client. It is important to us that all complaints are resolved as quickly as possible and to the complete satisfaction of our clients. You can register a complaint via:

E-Mail: complaints@drivespeedleasing.co.uk

Telephone: 01904 682892

Write to: Complaints Officer, Drivespeed Leasing Ltd, Arabesque House, 1st Floor, Unit 5, Monks Cross Drive, Monks Cross, York, YO32 9GZ

Data Protection

Information on how Drivespeed Leasing Limited will collect, process, and otherwise use your personal data is provided at the end of this Important Information Leaflet.

Why you have to provide identity and address verification details

Please be aware that our funders are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017. If they are unable to do this, they cannot continue to transact business with you.

This document will need to be amended from time to time. A new Important Information Leaflet will be given to you when it is required, that is when you commence new business with us or alter your existing agreement.

Data Protection Notice

Privacy Notice

"We", "our" or "us" means Drivespeed Leasing Limited and its subsidiaries, affiliates and their respective parent and subsidiary companies ("Drivespeed Group"). For the purposes of data protection law, we are a data controller in respect of your personal data. We collect and use your personal data and where applicable this may include information related to your spouse/partner, directors, partners and owners (your "representatives"). Drivespeed Leasing is responsible for ensuring that it uses your personal data in compliance with data protection law.

If you have any questions about this notice, about how we process personal data or about your rights over your personal data, our Data Protection Officer can be contacted at josephine@drivespeed.co.uk or DPO, Drivespeed Leasing Limited, 1st Floor, Unit 5, Arabesque House, Monks Cross Drive, Monks Cross, York, YO32 9GZ.

This notice applies to any personal data we receive from you, create or obtain from other sources and explains how it will be used by us. It is important that you take the time to read this notice so that you understand how we will use your personal data and your rights in relation to your personal data.

Personal data that we collect about you

We will collect and use the following personal data about you and your representatives:

Information you give us

- This is information about you and your representatives that you give us by filling in forms or by corresponding with us by telephone, e-mail or otherwise. The information you give us may include your and your representatives' name, address, e-mail address and telephone number, financial and credit card information, employment history, health information, credit history, identification records, qualifications and vehicle or asset details.
- You must ensure that in respect of any information you provide us with, which does not relate to you (for example, information about your representatives), you have obtained the necessary consent in order to disclose such information and provided the individual to whom the information relates with a copy of this notice.

Information we collect or generate about you and your representatives

- Website Usage Information – Our website uses Google Analytics to automatically gather certain statistical information such as the number and frequency of visitors and their IP addresses. This information is used as aggregated statistical information about users, providing usage by IP address. This information helps us to measure how individuals use the website and our services, so that we can continually improve them.
- We sometimes record telephone conversations to resolve complaints, improve our service and for training and quality assurance purposes.
- We generate data for statistical analysis.

Use of Cookies

To enable you to sign in and personalise your online experience we use “cookies”. A cookie is a small text file that is placed on your hard disk by a web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Cookies cannot be used to run programs or deliver viruses to your computer. We use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalised content and appropriate advertising on your later visits to our website.

Information we receive from other sources

- **Financial/ Credit Information** – We will use information provided by credit reference agencies when assessing your application for finance and to verify your or, if applicable, your representatives identity. Such information may include some details about other credit you have taken out, any credit arrangements you have met or failed to meet, and any court judgments made against you.
- **Fraud Prevention Agencies** – When verifying your identity as part of our application process, we may access information recorded by fraud prevention agencies within and outside the UK. This may include information about any criminal convictions and any allegations regarding criminal activity that relate to you.
- **Intermediaries** – We will receive information from dealers, brokers and introducers including your personal details, contact details and relevant asset or policy details for the purposes of entering in to and administering your agreement.
- **Social Media Profile** – Where you have clicked through one of our promotions or event notices posted on a third party social media website such as LinkedIn, we will receive your contact information provided as part of your user profile such as your name, e-mail address and telephone number and any other relevant business information such as your organisation’s name, address and your industry. Some of this information may be prepopulated based on your social media profile; other parts may be completed by you, as and when requested.
- **Public databases** – we may obtain information about individuals from public databases. We use reputable sources including but not limited to Companies House. We employ appropriate measures to assure the quality of information which we collect.

How we use your personal data

Your personal data may be used by us in the following ways:

- **Credit Scoring & Crime Prevention**
 - to verify your identity as part of the account opening process for new customers;
 - for making a credit check on you. We may carry out a search with a credit reference agency who will keep a record of our enquiry against your name and which may be linked to your representatives (“associated records”). For the purposes of any application for products or services from us, you may be assessed with reference to “associated records”. Where any

search or application is completed or agreement entered into involving joint parties, we may record details at credit reference agencies, as a result an “association” will be created that will link your financial records. Details of which credit reference agency we have used are available on request. We may also add to your or, if applicable, your business’s, record with the credit reference agencies details of your agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will remain on the credit reference agencies’ files for 6 years after our agreement with you is settled or terminated whether settled by you or, if applicable, your business or by way of default. These credit reference agencies may create, or add to, their own record about you, or, if applicable, your business, details of our search and your application. This and other information about you or, if applicable, your business and those with whom you are linked financially may be used to make credit decisions about you or your business;

- You can find further information about how credit reference agencies (CallCredit, Equifax and Experian) may process your personal data at www.experian.co.uk/crain or you can contact us to obtain a paper copy of this information
- we may use credit scoring techniques and automated decision making systems to either fully or partially assess your information. These credit scoring techniques and automated decision making systems may take into account any previous applications for finance, defaults or existing debt. The results of this decision may decide whether we provide you with our services or not. If you disagree with the results of an automated decision, you can request a review of your application;
- to allow us to detect and prevent fraudulent activity including sharing personal data with fraud prevention agencies; and
- to allow us to detect and prevent money laundering activity or terrorist financing.

- **Products & Services**

- to provide you with information, products or services that you may request from us;
- to carry out our obligations arising from any agreements you enter into with us;
- to make payments;
- to recover monies;
- where we are permitted to do so, to send promotional information about our products and services via methods such as e-mail, post, telephone, etc.; and
- to contact you via post, e-mail or telephone in relation to the administration of your account or to carry out quality control research.

- **Statistical Analysis**

- as part of our legal and regulatory obligations, to conduct statistical analysis in order to improve our credit risk profile, tackle fraud, and improve our credit decisions. This may include statistical analysis
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on your personal data even if your application is declined by us or you decide not to complete your application with us; and

- in order to identify and offer you tailored products and services that are suitable for you and improve our service.

Legal basis for processing your personal data

We process your personal data pursuant to the following legal bases:

- your consent to share your personal data with third party affiliates who may wish to offer you products and services which may be of interest to you;
- taking steps (at your request) prior to entering into an agreement with you, and subsequently for the administration and performance of our agreement with you;
- to comply with our legal and regulatory obligations;
- to establish, exercise or defend our legal rights and / or for the purpose of (or in connection with) legal proceedings; and
- the use of your personal data as described is necessary for our legitimate business interests which are:
 - enforcing the terms and conditions of any agreement we have with you;
 - the recovery of outstanding debts existing under an agreement with you;
 - for statistical analysis to improve our products and services; or
 - to contact you about products and services that may be of interest to you. You may object to this at any time by contacting us

Sharing your personal data

We may disclose your personal data within the Drivespeed Group and to third party service providers in the circumstances described below:

- to ensure the delivery or maintenance of products or services you have taken out with us;
- to ensure the safety and security of our data; and
- as part of our internal research and statistical analysis activity.

We will take steps to ensure that the personal data is accessed only by personnel that have a need to do so for the purposes described in this notice.

We may also share your personal data outside of the Drivespeed Group:

- to our professional advisers in order to enforce or apply the terms of use and other agreements you have with us;
- to an insurer or insurers for administration;

- to claims handlers and fraud prevention agencies;
- to any guarantor;
- to any funder in order to enable funders to assess the value of our assets;
- to any broker or introducer of an agreement with us;
- to tracing and repossession agents;
- if we sell any of our business or assets, in which case we may disclose your personal data to the prospective buyer for due diligence purposes;
- if we are acquired by a third party, in which case personal data held by us about you will be disclosed to the third party buyer;
- to third party agents or contractors (for example, the providers of our electronic data storage services or call centres) for the purposes of providing services to us; and
- with your consent, to third party affiliates who may wish to offer you products and services which may be of interest to you.

These third parties will be subject to confidentiality requirements and they will only use your personal data as described in this privacy notice.

We may also share your personal data outside of the Drivespeed Group to the extent required by law, for example if we are under a duty to disclose your personal data in order to comply with any legal obligation including but not limited to disclosures made to:

- Credit agencies;
- Companies House;

and to establish, exercise or defend our legal rights.

Transfer of personal data outside the European Economic Area

The information you provide to us will be transferred to and stored on our secure servers in the European Economic Area (“**EEA**”). However, from time to time, your personal data may be transferred to, stored in, or accessed from a destination outside the EEA. It may also be processed by staff operating outside of the EEA who work for a company in the Close Brothers Group or for one of our suppliers.

Where we transfer your personal data outside the EEA, we will ensure that it is protected in a manner that is consistent with how your personal data will be protected by us in the EEA. This can be done in a number of ways, for instance:

- the country that we send the data to might be approved by the European Commission or a relevant data protection authority;
- the recipient might have signed up to a contract based on “model contractual clauses” approved by the European Commission, obliging them to protect your personal data; or

- where the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield scheme.

In other circumstances the law may permit us to otherwise transfer your personal data outside the EEA. In all cases, however, we will ensure that any transfer of your personal data is compliant with data protection law.

You can obtain more details of the protection given to your personal data when it is transferred outside the EEA (including a copy of the standard data protection clauses which we have entered into with recipients of your personal data) by contacting us in accordance with the “Contact us” section below.

How long we keep your personal data

How long we hold your personal data for will vary. The retention period will be determined by various criteria including:

- the purpose for which we are using it – we will need to keep the data for as long as is necessary for that purpose; and
- legal obligations – laws or regulation may set a minimum period for which we have to store your personal data.

If you are a customer we will retain your personal data for 7 years following the end of our relationship with you, unless we are required by law to keep it for a longer period of time (in which case, we will keep it until the expiry of the period required by law).

Your rights

You have a number of rights in relation to the personal data that we hold about you. These rights include:

- the right to object to our processing of your personal data where we process your personal data pursuant to our legitimate business interests. Please note that there may be circumstances where you object to our processing of your personal data but may be legally entitled to refuse that request;
- the right to obtain information regarding the processing of your personal data and access to the personal data which we hold about you;
- the right to withdraw your consent to our processing of your personal data at any time. Please note, however, that we may still be entitled to process your personal data if we have another legitimate reason (other than consent) for doing so;
- in some circumstances, the right to receive some personal data in a structured, commonly used and machine-readable format and/or request that we transmit those data to a third party where this is technically feasible. Please note that this right only applies to personal data which you have provided to us;
- the right to request that we rectify your personal data if it is inaccurate or incomplete;
- the right to request that we erase your personal data in certain circumstances. Please note that there may be circumstances where you ask us to erase your personal data but we are legally entitled to retain it;

- the right to request that we restrict our processing of your personal data in certain circumstances. Please note that there may be circumstances where you ask us to restrict our processing of your personal data but we are legally entitled to refuse that request;
- the right to object to any automated decision making (including profiling) which we conduct based on your personal data, which significantly affects you. Please note that there may be circumstances where you object to us conducting automated decision making but we are legally entitled to refuse that request;
- the right to object to the processing of your personal data for direct marketing purposes; and
- the right to lodge a complaint with the data protection regulator (details of which are provided below) if you think that any of your rights have been infringed by us.

You can exercise your rights by contacting us using the details set out in the “Contacting us” section below.

You can find out more information about your rights by contacting the data protection regulator, the Information Commissioner, or by searching their website at <https://ico.org.uk/>.

Changes to our privacy policy

We keep our privacy policy under regular review. Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

Contact us

We are registered in the UK and our registered address is at 1st Floor, Unit 5, Arabesque House, Monks Cross Drive, Monks Cross, York, YO32 9GZ and our company registration number is 10757480.

Please contact us if you have any questions about our privacy policy or personal data we hold about you:

Write to us at our address: 1st Floor, Unit 5, Arabesque House, Monks Cross Drive, Monks Cross, York, YO32 9GZ

By telephone: 01904 682892

By e-mail: josephine@drivespeed.co.uk