

## Five Lamps Trading Privacy Policy

### Introduction

Personal data is data which by itself or with other data available to you can be used to identify you. Five Lamps Trading Limited, is the data controller. This data protection statement sets out how we will use your personal data. You can contact your Data Protection Officer (DPO) at Five Lamps, Eldon Street, Thornaby, TS17 7DJ or telephone 01642 608316, if I have any questions.

Where there are two or more people named on the application this data protection statement applies to each person separately.

### The types of personal data we collect and use

Whether or not you become a customer, we will use your personal data for the reasons set out below and if you become a customer we will use it to manage your account, or service you have applied for. We will collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may include:

- Full name and personal details including contact information (e.g. home address and address history, email address, home and mobile telephone numbers);
- Date of birth and/or age (e.g. to make sure that you are eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of services you have obtained or applied for, how you use them, and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates you may have;
- Family, lifestyle or social circumstances, if relevant to the service (e.g. the number of dependants you have);
- Education and employment details/employment status for credit and fraud prevention purposes; and
- Personal data about other named applicants. You must have their authority to provide their personal data to you and share this Privacy Policy with them beforehand together with details of what you have agreed on their behalf.
- Equality and Diversity information
- Other information relevant to customer surveys and/or other feedback
- Automatic information obtained by using “cookies” when your browser accesses our website. If enabled, cookies may store small amounts of data on your computer about your visit to any of the pages of this website. Cookies assist us in tracking which of our features appeal the most to you and what content you may have viewed on past visits. When you visit this site again, cookies can enable us to customise our content according to your preferences. These cookies do not track individual user information, and all our cookie data is encrypted and cannot be read by other websites. It is possible to ‘turn off’ the cookies in your browser and this will not affect the functionality of the website.

## How we store and process your data

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password/pin code which enables you to access certain parts of our site, you are responsible for keeping this password/pin code confidential. We ask you not to share a password/pin code with anyone. Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Our security systems meet or exceed industry standards and we are constantly monitoring internet developments to ensure our systems evolve as required. We also test our systems regularly to make sure our security mechanisms are up to date.

Finally, we are subject to UK data protection laws, which we comply with fully. For the purpose of the GDPR the data controller is Five Lamps Trading Limited, Eldon Street, Thornaby, Stockton-on-Tees, TS17 7DJ. Our registration number is: ZA164810.

## Providing your personal data

We will tell you if providing some personal data is optional, including if we ask for your consent to process it.

## Monitoring of communications

Subject to applicable laws, we will monitor and record your calls, emails, text messages, social media messages and other communications in relation to our dealings with you. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when you need to see a record of what's been said. We may also monitor activities on your account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

## Using your personal data: the legal basis and purpose

We will process your personal data:

1. As necessary **to perform your contract with us** for the relevant account, or service:
  - a) To take steps at your request prior to entering into it;
  - b) To decide whether to enter into it;
  - c) To manage and perform your contract;
  - d) To update your records; and
  - e) To trace your whereabouts to contact you about your account and recovering debt.
2. As necessary **for your own legitimate interests** or those of other persons and organisations, e.g.:
  - a) For good governance, accounting, and managing and auditing your business operations;
  - b) To search at credit reference agencies if you are over 18 and apply for credit;
  - c) To monitor emails, calls, other communications, and activities on your account;
  - d) For market research, analysis and developing statistics; and

- e) To send you marketing communications, including automated decision making relating to this.
3. As necessary **to comply with a legal obligation**, e.g.:
    - a) When you exercise your rights under data protection law and make requests;
    - b) For compliance with legal and regulatory requirements and related disclosures;
    - c) For establishment and defence of legal rights;
    - d) For activities relating to the prevention, detection and investigation of crime;
    - e) To verify your identity, make credit, fraud prevention and anti-money laundering checks; and
    - f) To monitor emails, calls, other communications, and activities on your account.
  4. Based on **your consent**, e.g.:
    - a) When you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
    - b) When we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships, genetic data, biometric data, data concerning my health, sex life or sexual orientation); and
    - c) To send you marketing communications where we've asked for your consent to do so.  
You are free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

### Sharing of your personal information

Subject to applicable data protection law we may share my personal data with:

- Sub-contractors and other persons who help us provide your services;
- Companies and other persons providing services to you;
- Our legal and professional advisors, including our auditors;
- Fraud prevention agencies, credit reference agencies, and debt collection agencies when you take out a loan with us
- Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice;
- In an emergency or to otherwise protect your vital interests;
- To protect the security or integrity of our business operations;
- To other parties connected with your account e.g. other people named on the application including joint account holders who will see your transactions;
- Our data processor Anchor;
- Anyone else where you have my consent or as required by law.

### Identity verification and fraud prevention checks

The personal data we have collected from you at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If

fraud is detected, you could be refused certain services, finance or employment in the future. We may also search and use your internal records for those purposes.

### **Credit Reference Agencies**

In order to process your application, we will perform credit and identity checks on you with one or more Credit Reference Agencies (“CRAs”). Where you take a loans services from us we may also make periodic searches at CRAs to manage your account with us.

To do this, we will 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 will use this information to:

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

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. 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 are making a joint application or tell us that you have a spouse or financial associate, we will 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.

The identities of the CRAs, their role also 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 at the links at the end of this document. CRAIN is also accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document:

TransUnion - [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain)

Equifax - [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)

Experian - [www.experian.co.uk/crain](http://www.experian.co.uk/crain)

### **My marketing preferences and related searches**

We will use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can change your

preferences or unsubscribe at any time by contacting us. In the case of social media messages, you can manage your social media preferences via that social media platform. We may search files at credit reference agencies before sending marketing communications. The credit reference agencies don't record this search or show it to other lenders and it won't affect your credit rating. We do this as part of your responsible lending obligations which is within our legitimate interests.

If you don't want information on other products and services or to be included in market research, and we haven't told you before, you can let us know by sending your details as shown below to Five Lamps Trading Ltd, Eldon Street, Thornaby, TS17 7DJ or by calling you on 01642 608316. Stating that you do not want to be contacted for marketing purposes.

- Your title, forename and surname
- Address (including postcode)
- Date of birth

### **Automated decision making and processing**

Automated decision making involves processing your personal data without human intervention to evaluate your personal situation such as my economic position, personal preferences, interests or behaviour, for instance in relation to transactions on your accounts, your payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. We may do this to decide what marketing communications are suitable for you, to analyse statistics and assess lending risks. All this activity is on the basis of our legitimate interests, to protect our business, and to develop and improve our services, except as follows; when you do automated decision making including profiling activity to assess lending risks, this will be performed on the basis of it being necessary to perform the contract with you or to take steps to enter that into that contract.

### **Criteria used to determine retention periods (whether you become a customer or not)**

The following criteria are used to determine data retention periods for your personal data:

- **Retention in case of queries.** We will retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- **Retention in case of claims.** We will retain your personal data for as long as you might legally bring claims against us; and
- **Retention in accordance with legal and regulatory requirements.** We will retain your personal data after your account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

### **My rights under applicable data protection law**

Your rights are as follows under GDPR:

- Your right for your data to be processed lawfully, fairly and in a transparent manner
- Your right for data to be collected for specified, explicit and legitimate purposes
- Your right for your data collected to be adequate, relevant and limited to what is necessary
- Your right for your data to be accurate and where necessary to be up to date
- Your right for your data to be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes which the personal data is processed

- Your right for your data to be processed in a manner that ensures appropriate security of the personal data
- You have the right to complain to the Information Commissioner’s Office. It has enforcement powers and can investigate compliance with data protection law: **ico.org.uk**. The contact details are **0303 123 1113** or you can report your concerns online at <https://ico.org.uk/global/contact-us/>

### Data anonymisation and aggregation

Your personal data may be converted into statistical or aggregated data which can’t be used to identify you, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

### Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### Linking to our site

We welcome linking to the homepage of [www.conduit.org.uk](http://www.conduit.org.uk) and [www.conduitscotland.com](http://www.conduitscotland.com) but written permission for using our name, logo and linking to [www.conduit.org.uk](http://www.conduit.org.uk) and [www.conduitscotland.com](http://www.conduitscotland.com) is required. Linking to any other page is not permitted.

No deep linking or framing to will be permitted without prior agreement. Linking to our site is subject to you doing so in a way that is fair and legal and does not damage our reputation or take advantage of it, and in a way that does not in any way suggest any form of association, approval or endorsement on our part where none exists.

### Reliance on information posted

Any materials on our site are not intended to and, shall not amount to, advice upon which reliance should be placed. Accordingly, we disclaim any responsibility and all liability in the event reliance is placed on any material on our site. If you require advice on material referenced on our site, you should seek independent advice.

### Age

To register with us you must be 18-years of age or older. Minors are strictly forbidden from using the service. Five Lamps Trading will make reasonable precautions against persons under the age of 18 accessing the loan service.

### Intellectual property rights

All copyright, database right and/or similar rights in all material presented by on our site (including graphical images, text, video clips, reprographics, sounds, demos, patches and other files) are owned, controlled and/or licensed by us, and are protected by copyright, trade mark and other proprietary rights.

You have limited permission to print or download extracts from our site for your personal, non-commercial and non-profit use only and you shall not be entitled to commercialise any such material in any way. Nothing on our site or your use of the site shall be construed as conferring any licence or other rights under intellectual property or other proprietary rights of Five Lamps Trading, its affiliates or any third party. Our status (and that of any contributors to our site identified as the authors of material on our site) must always be acknowledged. If you use any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Our liability**

Our site is provided to you on an “as is” basis and on an “as available” basis. We hereby exclude, to the extent permissible by law, any expressed or implied guarantees, conditions and/or warranties, as to its performance, fitness, completeness, fitness for a particular purpose of the site or its contents, its accuracy or quality. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude; all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; (ii) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it; (iii) any liability for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; and (iv) any liability for any loss or damage caused by a virus or similar harmful technology or other material which is malicious or technologically harmful or a denial-of-service attack (each, a “Virus”) that may impact or affect your computer equipment, computer programs or data due to your access to or use of (including, without limitation, downloading from) our site.

The above does not affect our liability for death or personal injury arising from our negligence. Further, the above does not exclude our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **Open Banking**

This section of our Privacy Policy relates to Open Banking and should be read in conjunction with the other clauses in our Privacy Policy. In the event of conflict with any other clauses, this clause shall prevail.

#### **What is Open Banking?**

Open Banking is the secure way of providing access to your bank or building society account to providers who are registered for this purpose.

Registered providers and participating banks and building societies are listed under the Open Banking Directory.

Open Banking was set up by the UK Government to encourage more competition and innovation in the financial services sector.

As a forward thinking lender, we support the use of Open Banking as it allows us to process loan applications efficiently, securely and in our consumer’s best interests.

By permitting access to your bank or building society account information we are able to make a better lending decision as we shall be able to verify your income, outgoings and other matters in order to assess what loan terms would be suitable for you based upon what you can reasonably afford to repay. Further information about Open Banking is available from [www.openbanking.org.uk](http://www.openbanking.org.uk).

### **How will my personal data be shared and used for the purposes of Open Banking?**

By proceeding with your loan application via our website you expressly consent to us sharing your personal, contact and loan application details (“the Shared Personal Data”) with our registered Open Banking partner, Perfect Data Solutions Limited (“PDS”) who are also a credit reference agency. During your loan application we shall safely and securely direct you to PDS’s secure portal (“the Portal”) for the purposes of granting PDS access to your bank or building society account information (“Transaction Information”). As soon as your Transaction Information is received it shall be reported back to us in the form of a completed search in order that we may continue to process your loan application (“the Permitted Purpose”).

Further information about PDS including their registered provider and regulatory status is available from [www.lendingmetrics.com](http://www.lendingmetrics.com).

### **Is Open Banking secure?**

PDS are registered under the Open Banking Directory as an account information service provider and are also regulated by the Financial Conduct Authority as a payment services firm under number 802599. Any data you submit via the Portal will be encrypted and its usage tracked as part of set Open Banking data security standards.

We are responsible for the secure transmission of any Shared Personal Data to PDS, for safely directing you to the Portal and for the safe receipt and usage of your Transaction Information.

You will not be required to share your banking password or log in details with either us or PDS. Once you have given your explicit consent to share your bank account information on the Portal you will be directed to your own bank or building society’s login page where you will enter in your own login details directly. Save as set out above or elsewhere in this Privacy Policy, we are not responsible for your direct data transmissions with PDS or with your own bank or building society.

### **How will my Shared Personal Data and Transaction Information be used?**

PDS shall, subject to their own terms and conditions and privacy policy, and, if your bank or building society is registered to provide access under the Open Banking Directory, obtain your Transaction Information and submit this back to us for the Permitted Purpose. By way of example, the Transaction Information that we shall receive is likely to include information relating to your income, outgoings and credit worthiness. PDS shall be entitled to re-access your Transaction Information for up to 90 days from the date of your original search result in order to refresh the search results, obtain a snapshot of your data or gather additional data.

PDS shall hold the Shared Personal Data and the Transaction Information they receive and retain according to their own terms and conditions and privacy policy, available on the Portal, which you will be required to read and consent to once directed their via our website.

As PDS are also a credit reference agency they may also share and keep a record of your Shared Personal Data and Transaction Information.

#### **Will you use my Transaction Information data for any other purpose?**

The Transaction Information we receive about you will only be used for the Permitted Purpose. We do not sell or share Transaction Information with any third party.

#### **Do I have to provide you with my consent to proceed?**

Where your bank or building society have already permitted access to your Transaction Information you shall need to contact them directly in order to withdraw your consent under their particular Open Banking terms and conditions.

#### **Are any of my other rights under this Privacy Policy affected?**

Your individual data protection and privacy rights including the right to access, correct, delete, object, restrict, withdraw consent, request transfer and/or make a complaint, continue to apply to relevant personal data we control or process and are dealt with elsewhere in this Privacy Policy.

Under Open Banking as your personal data is shared by your bank or building society and accessed by PDS you may also be able to exercise your individual data protection and privacy rights against either of them pursuant to their own terms and conditions and privacy policies.

The Privacy Policy will be brought to the attention of all employees and customers of Five Lamps Trading.

It will be reviewed annually (or more often in line with legislative changes) and amended as appropriate.

**Date of Policy:** 29/05/2020