

Use of your Information

Throughout the course of your agreement with us, we undertake checks for the purposes of carrying out our obligations under this hire agreement, exercising our rights under this agreement, ensuring your continued creditworthiness, and preventing fraud and money laundering. These checks require us to process your personal information and if you do not provide this information, we may not be able to continue to offer you financing.

We use the personal information that we have collected from you, collected from other sources or we have generated about you, which may include your name, date of birth, residential address, address history, contact details (e.g. email address and telephone number), financial information, employment information, identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address and vehicle information (including diagnostic data, mileage and GPS information). We will not store or use vehicle information for any purpose other than as set out below.

This information is supplementary and subject to the information given in our [privacy policy](#) which may be updated from time to time.

Our use of your information:

We will use your personal information in the following ways:

- (a) We will keep a record of personal information about you to help us to improve our service to you, including, where relevant and where you have provided your explicit consent, information about your health or mental capacity. Where we do not use your information with your explicit consent, we do so to meet our legitimate interests in improving our service and keeping our records accurate and up to date.
- (b) We may use personal information about you and may give details of this agreement, the payments you make under it and any default or failure to keep to its terms, and any change of name or address, to credit reference agencies. This is to ensure that we carry out our contractual obligations to you, and to meet our legitimate interests in exercising our rights under this agreement.
- (c) We may make periodic searches of your record at credit reference agencies, and of our own Group Company records, to help us manage this agreement, including to take decisions regarding your identity and whether to make further credit available or to continue or extend existing credit. If you are an owner, director or partner in a small business, we may also check on your business. We may also check on any guarantor of your obligations under this agreement. We use the following credit reference agencies: Experian or Equifax. It is in our legitimate interests to use such agencies to ensure that our business is not exposed to disproportionate credit risks.
- (d) We will also provide your information to the fraud prevention agencies to prevent or detect fraud and money laundering, and to verify your identity. If you give us false or inaccurate information or we suspect identify fraud, we will record this and may also pass this information to our Group Companies, fraud prevention agencies and other organisations such as law enforcement agencies involved in fraud prevention to detect, investigate and prevent crime. We do this as we have a legitimate interest in preventing fraud and money laundering.
- (e) We may pass your information to our Group Companies, agents and others for the administration of your account, enforcement or settlement or providing a service you have requested related to this agreement, to any guarantor of your obligations under this agreement, any organisation demanding payment of any fines, duties, tolls, congestion charges or other sums which become payable related to your use of the Vehicle, to other third parties when required or permitted by law, such as in relation to any legal proceedings or to investigate or prevent crime, or where you give your permission, or in the process of us transferring this agreement or our business to another organisation. We do this to meet our contractual obligations to you, and because it is in our legitimate interests to exercise our rights under this agreement. If any of these organisations are in the European Economic Area, they will have similar standards of data protection as in the UK; if they do not, then we will make sure that appropriate safeguards are in place to protect your personal information (such as contractual commitments). If any of these organisations are outside of the European Economic Area, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. We will make sure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. If any organisation transfers your personal information to us and if the UK is not deemed to have adequate protections in place to receive and process your personal information, we will enter into contractual arrangements with the organisation to ensure your personal information is protected to an adequate level. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details set out above.

Commented [HD1]: Link to updated privacy policy.



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- (f) We and our Group Companies may use your information (including verification of vehicle data. For example, mileage covered), to undertake periodic statistical analysis, testing, training and customer profiling to help us improve the quality of existing and future products and services.
- (g) If we reasonably suspect that the Vehicle's odometer has been tampered with or 'clocked', and if the Vehicle is a BMW or MINI, we will use BMW's national sales company to remotely retrieve mileage data from the Vehicle's information systems or from our authorised repairers. If the Vehicle is not a BMW or MINI, we may contact the manufacturer to remotely retrieve mileage data from the Vehicle's in-car system. You should note that it is a condition of the finance agreement we enter into with you that the Vehicle is not altered in any way without our consent.
- (h) If you do not repay us in full and on time, to the extent that we exercise our right to repossess the vehicle as set out in this agreement, or we reasonably suspect fraud, we and our service providers may take steps to trace your whereabouts and recover payment from you. Such steps may include **activating the GPS tracker** in your vehicle or **reviewing publicly available information** (for example on social media feeds) to determine your location and to recover payment. We have legitimate interests in processing your personal information for these purposes, as it will permit us to exercise our rights under this agreement and to prevent fraud where applicable.
- (i) We will keep the information we have about you and your account for the length of your relationship with us, and for a period of 7 years after your account with us is closed, whether settled by you or upon default.
- (j) We may undertake periodic on-line driving licence checks before the commencement of and during your hire period.

What the credit reference agencies will do:

- (a) Credit reference agencies will record the details that we give them about this agreement and how you manage it including the personal information you provide to us. If you do not repay in full and on time, they will record the outstanding debt. Account information given to these agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.
- (b) If we make a search of your record at credit reference agencies, the agencies will place on your credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when you apply for credit in the future.
- (c) The agencies will link your records and those of your financial associate(s), including any previous and subsequent names. A financial associate is a person with whom you have, or have had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be a spouse or partner (not a business partner). These links will remain on your and their files until you or they successfully file for a disassociation at the credit reference agencies.
- (d) The agencies may supply to us credit information such as previous applications and the conduct of accounts in your name and of your financial associate(s) and any business accounts you have, public information such as County Court Judgements and bankruptcies and Electoral Register information, and fraud prevention information.
- (e) The agencies use this information to fulfil their legitimate business interests by ensuring they provide an appropriate service to customers and ensuring that their records are kept up to date. The agencies will hold your information for six years.
- (f) More information about credit reference agencies and how they use personal information is available at www.experian.co.uk/crain and www.equifax.co.uk/crain.

What fraud prevention agencies will do:

- (a) Fraud prevention agencies will use your personal information, and information collected from other providers, to prevent fraud and money laundering and to verify your identity. They may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime or pass such information to law enforcement agencies. This is on the basis that we and they have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of the financing you have requested.
- (b) As part of the processing of your personal information, fraud prevention agencies may make decisions by automatic means. You may automatically be considered to pose a fraud or money laundering risk if this



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processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct or is inconsistent with your previous submissions or if you appear to have deliberately hidden your true identity. You have rights in relation to this automated decision-making. If you want to know more, please contact us using the details above/below.

- (c) Fraud prevention agencies can hold your personal information for different periods of time, depending on how that data is being used. Please contact the fraud prevention agencies for more information.
- (d) If you are considered to pose a fraud or money laundering risk, your information can be held by fraud prevention agencies for up to six years from its receipt. In this case, we may refuse to provide the financing and other services you have requested, or we may stop providing existing financing to you. Additionally, this may result in others refusing to provide services, financing or employment to you. Please contact us if you would like more information about our practices.
- (e) Some fraud prevention agencies may transfer your personal data to countries inside the European Economic Area (EEA). Countries within the EEA are deemed to have in place adequate levels of protection for personal information. Some fraud prevention agencies may also transfer your personal data outside of the EEA. Where they do, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. Fraud prevention agencies will ensure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing. For more information on, or to see a copy of, the appropriate safeguards in place please contact the fraud prevention agencies.

How we and others use the agency information about you:

Some information held by the credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:

- prevent fraud and money laundering by, for example, checking details on applications for credit and credit related or other facilities;
- checking details on proposals and claims for all types of insurance; checking details of job applications and employees;
- verify your identity if you or your financial associate(s) applies for other facilities including all types of insurance applications and claims;
- make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business;
- trace your whereabouts and recover debts that you owe;
- manage credit and credit related accounts and other facilities;
- undertake statistical analysis, training and system testing; and
- carry out customer surveys for internal research purposes only.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations use this information in these ways as it is in our legitimate interests to ensure that we manage our business efficiently, avoid fraud and credit risk, provide appropriate products and services to our customers and to ensure that our records are kept up to date.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under relevant data protection and privacy law.

If you want to receive details of the credit reference and/or fraud prevention agencies from whom we obtain and with whom we record information about you, please write to Customer Services at Freedom Rental Limited, PO Box 464, Wilmslow, Cheshire SK9 0HA.

Your Rights

You have certain rights regarding your information. These include the rights to: access your personal information; rectify the information we hold about you; erase your personal information; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party (right to data portability). If you are unhappy about how your personal data has been used please refer to our complaints policy at:

www.freedomrental.co.uk



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You also have the right to complain to the Information Commissioner's Office using its website - www.ico.org.uk, which regulates the processing of personal data. If you would like to discuss or exercise such rights, please contact us by email to privacy@freedomrental.co.uk or by telephone on 01625446600



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