

## BANKHALL: PRIVACY POLICY

This Privacy Policy confirms how We process Data which You submit to Us. You should not submit any Data to Us without having read and understood this Privacy Policy. By submitting Data to Us, You shall be deemed to have read, understood and consented to Our use of Data which You submit to Us in the manner set out in this Privacy Policy. If You do not wish Us to use Data in this way, please do not submit any Data to Us.

We take privacy very seriously. We will only use the Data which We collect from You fairly and lawfully, in accordance with current legislation in England and Wales including the Data Protection Act 1998. The following statement sets out Our policy regarding the Data which We collect from You when We provide Our Services to you.

This Privacy Policy uses some capitalised words and phrases which are defined in paragraph 1 below. Where words and phrases are used in this Privacy Policy and are defined in paragraph 1 below, they shall have the meaning set out in paragraph 1.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Privacy Policy (unless the context otherwise requires), the following words and phrases shall have the following meanings:

**"Application Form"** means the application form submitted to Us by a Member for the provision of certain Services;

**"Associate"** means in relation to Bankhall any entity which directly or indirectly Controls, is Controlled by or is under direct or indirect common Control with Bankhall and which shall include the Portal Owner;

**"Authorised User"** means a person who is employed or otherwise engaged by a Member and includes any such person who has submitted a Registration Form to Us for the purpose of accessing and using the Portal;

**"Bankhall"** means Bankhall Investment Associates Limited;

**"Bankhall Group"** means Bankhall and any of its Associates;

**"Client Data"** means Personal Data relating to the Member's clients which may be submitted to Us and which is the property of the Member;

**"Control"** means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other whether through the ownership of shares, by contract or otherwise and **"Controls"** and **"Controlling"** shall be interpreted accordingly;

**"Data"** means any Personal Data or Sensitive Personal Data provided by You to Us including Client Data, where relevant;

**"Data Controller"** means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed;

**"Terms and Conditions"** means the agreement entered into by and between the Member and the relevant member of the Bankhall Group and all of the terms and conditions enclosed therein pursuant to which such Member receives certain membership services from the relevant member of the Bankhall Group on the Portal, as amended which are available on the Portal or on request;

**"Member"** means a person, company, partnership or other organisation which receives membership services from a member of the Bankhall Group (whether pursuant to the Terms and Conditions or otherwise) and for whom You work;

**"Personal Data"** means data which relate to a living individual who can be identified—

- (a) from those data, or
- (b) from those data and other information which is in the possession of, or is likely to come into, Our possession,

and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

**"Portal"** means www.bankhall.co.uk and other related websites and/or portals which We operate from time to time;

**"Portal Owner"** means IFAEngine Limited;

**"Portal Support"** means the technical support which We supply to You in respect of the Portal in accordance with and subject to the Terms;

**"Privacy Policy"** means this privacy policy, as amended by Us;

**"Registration Form"** means where You are an Authorised User, the registration form submitted by You to Us to enable You to access and use the Portal subject to and in accordance with the Terms;

**"Sensitive Personal Data"** means Personal Data consisting of information as to racial or ethnic origin, political opinions, religious beliefs (or other beliefs of a similar nature) membership of a trade union, physical or mental health or condition, sexual life, or the commission or alleged commission of an offence, or information regarding any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings, or the sentence of any court in such proceedings (in each case, in respect of a Data Subject);

**"Services"** means any services which any member of the Bankhall Group provides to You at any time which shall include the provision of the Portal in accordance with and subject to the Terms;

**"Terms"** means the Bankhall Online Terms and Conditions of Use on the Portal, as amended;

**"We"/"Us"/"Our"** means Bankhall or any successor or assign; and

**"You"** means an Authorised User or a Member, as the context requires.

- 1.2 In this Privacy Policy (unless the context otherwise requires) the words "*including*" and "*include*" and words of similar effect shall not be deemed to limit the general effect of the words which precede them; reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated; references to a numbered paragraph are

references to the paragraph of this Privacy Policy so numbered; and any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

## **2. OUR USE OF DATA & USE BY THIRD PARTIES**

- 2.1 We provide certain Services to You.
- 2.2 In respect of Data which You submit to Us in connection with the Services, We shall process such Data in accordance with this Privacy Policy at all times.
- 2.3 This Privacy Policy sets out what sorts of Data are collected by Us from You, how such Data is used by Us and with whom We may share such Data.
- 2.4 This Privacy Policy does not supersede, replace or cancel any specific provisions dealing with Data and data protection in any agreement between Us and You and You shall comply with any such provisions notwithstanding the content of this Privacy Policy (provided always that this Privacy Policy shall supersede, replace and cancel any other privacy policy which previously applied to Our use of Data supplied to Us by You without any further formality). In the event of any inconsistency or ambiguity between the Privacy Policy and any agreement between Us and You (including the Terms and the Terms and Conditions), the terms of the Privacy Policy shall prevail.
- 2.5 Where You are an Authorised User, You acknowledge that Client Data is the property of the Member and that You have no rights in respect of such property (including the right to direct any member of the Bankhall Group to provide copies of Client Data to You). Notwithstanding any other provision of this Privacy Policy, We acknowledge that Client Data belongs to the Member and We will not make Client Data available to any third parties (including members of the Bankhall Group) unless it is necessary for Us to provide Services to You or otherwise comply with Your instructions or as set out in the Privacy Policy or in any agreement which We may have You. Where You disclose to Us Client Data, You do so on the basis that the individual has agreed and consented to the processing of such Data and to the transfer of such Data and to You receiving on the individual's behalf any data protection notices.

- 2.6 You may access and use websites and other services provided by third parties which are made available by Us or otherwise facilitated as a result of Your relationship with Us including via the Portal. Where this is the case, Data which You submit to such third parties may be processed in a manner which is different to this Privacy Policy. We are not responsible for the way in which such third parties may process such Data and We strongly recommend that before submitting any such Data to any third party, You should satisfy yourself that:
- 2.6.1 You understand the way in which such third party will process Data which You submit to them; and
  - 2.6.2 You have all necessary rights, consents, licences and authorisations to lawfully provide such Data to them.
- 2.7 This Privacy Policy may be amended by Us at any time and We will publish the amended version of the Privacy Policy on the Portal. By continuing to use Our Services after the date on which the amended version of the Privacy Policy has been published, You will be deemed to have accepted such amended version of the Privacy Policy and to have consented to Our processing of Data which You submit after such date in the manner set out in the amended Privacy Policy. If You do not wish Us to use Data which You submit to Us in the manner set out in the amended Privacy Policy, You should not submit any Data to Us after the date on which the Privacy Policy is published on the Portal.

### **3. DATA WE COLLECT**

- 3.1 We collect Data when:
- 3.1.1 You complete and submit Your Application Form or Registration Form to Us or otherwise apply to register for or receive any Services which We provide at any time;
  - 3.1.2 Your account with us is created including any Bankhall Online Account or when any information in relation to such account is updated;

- 3.1.3 You submit Data to Us or update Us in respect of Data which We hold about You, which shall include the submission of Data through the Portal and/or Your use of Our secure communications facility;
  - 3.1.4 You submit Data relating to any account which You have with Us including through Your Bankhall Online Account, through the Portal or in connection with Your use of Our Portal Support;
  - 3.1.5 You contact Us to discuss Your account and/or relationship with Us and/or any of the Services;
  - 3.1.6 You submit Data to Us in person, by telephone, e-mail or in writing at any time including through Your submission of questionnaires, talking with Our representatives at seminars, events and conferences etc.
- 3.2 The Data We collect may include names, home addresses, business addresses, telephone numbers, email addresses, national insurance numbers and any other Data which You submit to Us.
- 3.3 We may collect Sensitive Personal Data from You in connection with the Services which We Provide to You. Where We do so, it is likely that You will be the Data Controller or that You are acting on behalf of the Data Controller in respect of such Data and You shall ensure that You have all necessary consents, rights and authorisations to lawfully provide such Data to Us and to enable Us to use such Data in the manner envisaged by this Privacy Policy, which shall include the explicit prior consent of the Data Subject to such use by Us.
- 3.4 All original and/or signed documents and files should be retained by You. We shall not be responsible for the security of any information sent to Us or accessed by Us unless and until it is actually received or accessed by Us. Once information is received by Us from You, We shall keep all information confidential as though the provisions of clause 10 applied to it and it shall be dealt with as set out in this Agreement and the Privacy Policy and/or any other agreements between You and Us relating to such subjects. You shall remain the Data Controller (as defined in the DPA) of all data sent to Us and the Bankhall Group.

## 4. DATA WE USE

### 4.1 We use the Data collected:

- 4.1.1 to provide You with the Services including illustrations, quotations, policy applications/valuations/tracking and comparative quotes in respect of products and the provision of the Portal, Portal Support and Our compliance audit services to You;
- 4.1.2 to deal with Your enquiries;
- 4.1.3 to administer and/or manage Our relationship with You;
- 4.1.4 to provide advice and assistance to You (from Us, other members of the Bankhall Group and third parties);
- 4.1.5 to train Our staff;
- 4.1.6 to conduct quality assurance and compliance monitoring;
- 4.1.7 for market analysis, research and/or educational purposes;
- 4.1.8 for debt recovery or credit reference purposes;
- 4.1.9 for legal and regulatory purposes including compliance with any court Order or discharging any duty to a professional or administrative body; and/or
- 4.1.10 to provide marketing and promotional services to You.

### 4.2 You acknowledge that in providing Services to You, We may provide Personal Data to any third party to whom it is necessary to disclose such data to fulfil Your requests and/or instructions. This shall expressly include providing such Data to product providers in order to enable them to provide services to You and Your clients including the provision of illustrations, quotations, policy applications/valuations/tracking and comparative quotes in respect of products. This may also include the provision of Data from such third parties back to Us, You and/or any of Our third party service providers including 'The Exchange'. You expressly consent to Us using Data which You submit to Us for this purpose.

- 4.3 Further, We shall be entitled and authorised to pass Data which You submit to Us to other companies as part of a database of independent financial advisers compiled by Us or on Our behalf and made available to such third parties which are currently known as 'Data Packs'. You expressly consent to Us using Data which You submit to Us for this purpose. For the avoidance of doubt, for the purposes of this paragraph 4.3, Data shall not include 'Client Data'.
- 4.4 By using Our Services, You will be deemed to have given Your consent to Us to disclose Data which You submit to Us to the following parties in connection with any of the purposes set out in paragraph 4.1 above:
- 4.4.1 other members of the Bankhall Group;
  - 4.4.2 third parties and sub-contractors who We or any member of the Bankhall Group engage to provide the Services to You (and shall include third parties and subcontractors who organise and administer events on behalf of the Bankhall Group);
  - 4.4.3 third parties who are involved in the provision of information to You in connection with the Portal and/or any other services which We provide to You in order to fulfil Your specific requests or instructions, such as product providers for the purpose of providing You with a quotation for Your client or comparing different products and services where such information is requested by You via the Service;
  - 4.4.4 third parties involved in the provision of certain goods and/or services to You;
  - 4.4.5 third parties for the provision of marketing and promoting certain goods and services to You which We feel may be of interest to You and which may be provided by Us, other members of the Bankhall Group and/or third parties; and/or
  - 4.4.6 regulatory authorities and governing bodies, law enforcement and governmental agencies, professional and administrative bodies, credit reference agencies and/or debt collection agencies

- 4.5 Where We permit a third party to process Data which You have submitted to Us, We will only do so in the manner permitted by this Privacy Policy, in any agreement between You and Us (including the Terms and the Terms and Conditions) or otherwise with Your consent or as permitted by law. In certain cases, We may transmit Data outside the EEA (European Economic Area). When We do this, We will ensure that the Data is processed in accordance with this Privacy Policy. By using the Services, You agree and consent to Us using Data which You submit to Us in this way.
- 4.6 If You provide Us with Your contact details, We will take this as an indication that You consent for Us to contact You by using those contact details, unless You notify Us to the contrary.

## **5. USE OF COOKIES**

- 5.1 A 'cookie' is a text file that a website transfers to Your computer's hard disk so that the website can remember who You are. Cookies only record those areas of a website that have been visited by Your computer and for how long. You have the ability to accept or decline cookies by modifying the setting in Your browser. If You would like to do this, please see the help menu of Your browser.
- 5.2 Our Portal uses both permanent and session cookies.
- 5.2.1 Session cookies are temporary cookies which remain on Your computer until You leave the Portal and allow You to carry Data across pages of the Portal without having to re-enter such Data.
- 5.2.2 Permanent cookies will remain on your computer for a period of time to allow re-entry to the Portal without having to enter Your logon and password. These cookies are not used for the secure area of the Portal.

## **6. CONTACTING US**

- 6.1 You have the right to request a copy of the Data that We hold about You, upon payment of a fee. Please address any requests to the address set out in paragraph 6.2 below.
- 6.2 If You have any questions about the way in which We use Data which You submit to Us, please contact Us at the following addresses:
- Please email Us using the online 'contact us' facility available through the Portal
  - Alternatively, please write to Us at: Data Protection Officer, Bankhall Investment Associates Limited, The Southmark Building, 3 Barrington Rd, Altrincham, Cheshire, WA14 1GY
- 6.3 If, at any time, You would like to opt-out of receiving marketing and promotional material from Us, please contact the Marketing Manager at Bankhall at the address shown in paragraph 6.2 above.
- 6.4 This Privacy Policy may change and therefore You should review it regularly.

**23 September 2009**