

## CONDITIONS & LIMITATIONS

1. Business Mortgage Solutions, is authorised and regulated by the Financial Conduct Authority. Our Firm Reference number is 734594. Not all types of business we undertake is authorised and regulated by the Financial Conduct Authority. Business Mortgage Solutions operates as an intermediary and is not a principal lender.
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10. These terms shall be governed by, interpreted and construed in accordance with English law. Any disputes connected with them shall be subject to the exclusive jurisdiction of the courts of England and Wales.
11. Any visitor to any part of this site is deemed to have accepted these terms in full.

## GDPR

In accordance with General Data Protection Regulation (GDPR), Individual's rights include:

*Right to be informed:* When registering with Business Mortgage Solutions, either online or by telephone, you will be required to provide personal data such as name, address, telephone number, email address and your financial position. Personal data is held for the purpose of supplying the Individual with financial advice relating to properties and businesses for sale, along with progressing mortgage applications on behalf of the Individual if suitable. Said data is held by the company on secure servers and secure cloud servers for internal use only, and is only shared with select Third Parties on the authority of the Individual.

*Right to access:* Individuals have the right to request access to their personal data held by Business Mortgage Solutions. Requests are to be made in writing, electronically and information will be provided in a commonly used electronic format. Requests will be handled within one month of receipt of the request, and free of charge with the exception of where requests are manifestly unfounded or excessive we hold the right to charge a reasonable fee taking into account the administrative costs of providing the information.

*Right to rectification:* Individuals have the right to have personal data rectified if inaccurate or incomplete. Where the personal data in question has been disclosed to a third party, they will be made aware of the rectification where possible. Requests are to be made in writing, electronically, and will be handled within one month of receipt of the request.

*Right to erasure:* Individuals have the right to request the deletion or removal of personal data in the following circumstances:

- Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed.
- When the individual withdraws consent.
- When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing.
- The personal data was unlawfully processed (ie otherwise in breach of the GDPR).
- The personal data has to be erased in order to comply with a legal obligation.

This does not provide an absolute "Right to be forgotten". Where the personal data in question has been disclosed to a third party, we will inform them about the erasure of the personal data, unless it is impossible or involves disproportionate effort to do so. Personal data will be erased by removal from our internal and cloud servers by our IT department.

*Right to restrict processing:* Individuals have a right to 'block' or suppress processing of personal data if the Individual contests its accuracy; has objected to the processing; processing is unlawful and the Individual opposes erasure; the company no longer needs the personal data but the Individual requires the data to establish, exercise or defend a legal claim. Where the personal data in question has been disclosed to a third party, we will inform them about the restriction on processing of the data, unless it is impossible or involves disproportionate effort to do so.

*Right to data portability:* Individuals have the right to obtain and reuse their personal data for their own purposes. Requests are to be made in writing, electronically, and will be handled within one month of receipt of the request.

*Right to object:* Individuals have the right to object to processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling); direct marketing (including profiling); and processing for purposes of scientific/historical research and statistics. Requests will be dealt with by immediate effect with no right for refusal.

*Rights related to automated decision making including profiling:* Although Individuals has rights relating to automated individual decision-making and profiling, Business Mortgage Solutions do not undertake such processes.

All requests made to Business Mortgage Solutions will be dealt with in their own merit, and in accordance with GDPR guidance.

Should a data breach occur Business Mortgage Solutions have compliant procedures in place to investigate and report the matter to the Individual. In the event of a breach, it will be reported to the Individual within 72 hours of discovery. A record of any breaches will be kept by the company.