

Operational and usage procedures

MIF may in its absolute discretion vary these Procedures by not less than 30 days' written notice and any such variation will apply to all Proposals submitted by you after the date on which such variation is stated to take effect. These Procedures should be read alongside your Legal and Regulatory obligations pursuant to the terms of your FCA authorisation, the Engagement Letter, the Terms of Business – Dealer Offer and Warranty and the MIF Date Protection Policy. Capitalised terms in these Procedures shall have the meaning set out in your Dealer Offer and Warranty unless otherwise specified.

1. If Mann Island Finance Limited ('MIF') is prepared to proceed with a Proposal, it will be referred to potential Funders, which may include MI Vehicle Finance Limited ('MIVF'). You will ensure the Customer is aware of this and that MIF and each potential Funder may carry out credit reference agency searches for the purposes of checking the Customer's identity and credit history as set out in the Data Protection Act Policy. Searches must be made on an 'opt-in' basis (extending to financially associated third party data) and we will be unable to proceed with the Proposal if the Customer wishes to 'opt out'.
2. MIF will inform you if the Proposal is rejected by any or all of the Funders to which it is initially referred. MIF will also advise you if we would propose to refer the Proposal to one or more additional Funders, who may also carry out credit reference agency searches, in which case you will obtain the Customer's consent to our doing so.
3. MIF will have absolute discretion to reject any Proposal without giving reasons, as will any Funder to whom the Proposal is referred. You must not give any indication to the Customer as to the likely outcome of any Proposal and will not challenge or discuss with the Customer any decision by MIF or the Funder to decline any Proposal or impose any conditions. Any such decision will be final and neither MIF nor the Funder will have any liability to you in any way whatsoever arising from a rejection of the Proposal.
4. The Funder will notify you if a particular Proposal is approved, in which case you must ensure that:
 - i) The Customer is made aware of any and all conditions attached to the Offer of Agreement, and that those conditions are acceptable to the Customer. The Customer must not sign the Finance Agreement until all conditions attached to the Offer of Agreement have been met.
 - ii) If the nature or terms of the Finance Agreement differ from those originally sought by the Customer or from the Proposal in any respect, you explain and ensure the changes are acceptable to the Customer. In particular, if the Customer has applied for hire purchase finance but the Funder considers the amount of credit sought is outside acceptable loan-to-value parameters (whether on the basis of the Vehicle's current or anticipated future value) and therefore offers to provide a lower amount of credit under the terms of a hire purchase agreement in conjunction with a 'top up loan', you will ensure that position is fully explained and acceptable to the Customer.
 - iii) You advise the Customer to read and allow the Customer sufficient opportunity to consider the terms of any CCA regulated agreement and any pre-contract information before entering into it
 - iv) Where the Customer is entering into a CCA regulated agreement for credit of up to £60,260, you provide the Customer with an adequate explanation of the matters referred to in CONC 4.2.5R (which, where MIVF is the Funder, are set out in the sheet headed 'Your Agreement Explained') to enable the Customer to make an informed choice. You must advise the Customer to consider the information and that the Customer is able to take the information away. You must also provide the Customer with an opportunity to ask questions about the Finance Agreement and advise the Customer of how to ask for further information and explanation, which you must enable the Customer to do without incurring undue cost or delay.
 - v) If you suspect the Customer has difficulty understanding the Finance Agreement and its consequences, extra care is taken to ensure the Customer can make an informed decision; for example, if the Customer does not have a good understanding of the English language, you consider alternative methods of providing the information referred to in paragraph 4 iv) above, such as providing the information to a friend or relative who can assist the Customer. If you remain concerned that the Customer is unable to make an informed decision in those circumstances or, for example, because the Customer has a suspected mental capacity limitation or otherwise appears vulnerable, you must notify MIF immediately.
 - vi) The Contract Documentation given to the Customer to sign is complete and accurate, in accordance with the Funder's standard documentation provided to you by the Funder and in no way subject to amendment or alteration by you.
 - vii) Where signature of the Contract Documentation takes place in your presence, you inspect/verify the Customer's original identity documents for anti-money laundering purposes face to face and on the same occasion.
 - viii) The Contract Documentation is forwarded to MIF, to be received as a single pack no later than 90 days after the date of the Offer of Agreement, or such shorter period as may be specified in the Offer of Agreement. If you submit incomplete documentation and/or submit documentation after this period expires and/or after the Offer of Agreement has been withdrawn (whether or not MIF or the Funder has notified you of the withdrawal), MIF and/or the Funder will have absolute discretion to refuse to complete the Transaction. Where the Contract Documentation is sent to MIF electronically in the first instance, the originals must be submitted to MIF on request.
 - ix) Where the Vehicle is second-hand and the subject of an existing finance agreement, that you have settled the balance due under the existing arrangement and arranged removal of the corresponding notification at HPI and/or Experian before completion of the Transaction.
5. Once MIF has received the Contract Documentation and is satisfied that all conditions set out in the Offer of Agreement have been complied with, MIF will pass the Contract Documentation to the Funder and, assuming both MIF and the Funder remain willing to proceed with the Transaction, the Transaction will be completed by our payment of:
 - i) The purchase price of the vehicle less the deposit;
 - ii) Any commission due to you.
6. Until such time as a Transaction has completed, MIF and/or the Funder will have absolute discretion to refuse to complete the Transaction (and, in the Funder's case, to withdraw the Offer of Agreement) if MIF and/or the Funder become aware of any information which materially affects the Transaction, or which MIF and/or the Funder reasonably consider would, if it had been known at the time, have resulted in the Proposal being rejected or the Offer of Agreement being made on substantially different terms. It will be your responsibility to check with MIF that we and the Funder remain willing to proceed with the Transaction before releasing the Vehicle to the Customer; if you allow the Customer to take delivery of the Vehicle before obtaining such confirmation, this will be at your own risk.

7. The Terms of Business - Dealer Offer and Warranties apply to all Transactions.
8. MIF will notify you once the Transaction has completed. As soon as you receive such notification from MIF, you must arrange for the Vehicle to be collected by or delivered to the Customer.
9. If requested by MIF, the original Contract Documentation must be received by MIF within 7 days of our payment of your invoice.

Point of Sale Systems (POS)

10. To enable you to use the POS, MIF will provide you via a named email account as provided by you with a link to the POS. You will gain access to the POS System via a username and password. You acknowledge that you will be wholly and entirely responsible for ensuring that:
 - i) the POS is only accessed by those of your employees who are trained and competent;
 - ii) no misuse of the POS occurs as a result of the use of your username and password, whether or not by you or your employees including but not limited to the wrongful disclosure and/or processing of Customer Information;
 - iii) Use of the POS, whether or not by you or your employees, will be strictly restricted to activity which is required to further the purposes of this Agreement, including but not limited to the submission of a Proposal.
11. MIF will use its reasonable endeavours to ensure that the POS is available for your use during the your normal working hours, but will not be responsible for ensuring that the POS is operating at any given time, nor for the performance of the POS to any given standard when operational. In particular, MIF will not be responsible for downtime necessitated by maintenance and/or business operational processes.
12. All Intellectual Property Rights in connection with the POS are the property of MIF or its third party suppliers and you will use all reasonable endeavours to ensure that such rights are not infringed, whether by you or by any third party.
13. Upon termination of any employee with access to the POS, you must notify MIF as soon as applicable and at least within 30 days.
14. MIF reserves the right to delete data collected through the POS at its sole discretion.
15. MIF accepts no liability for the maintenance or retention of any data collected on the POS.

MIF Data Protection Policy

We may in our absolute discretion vary this policy by not less than 30 days' written notice and any such variation will apply to all Proposals submitted by you after the date on which such variation is stated to take effect. This Policy should be read alongside your Legal and Regulatory obligations pursuant to the terms of your FCA authorisation, the Engagement Letter, the Terms of Business – Dealer Offer and Warranty and the Operational and Usage Procedures.

1. We, Mann Island Finance Limited, on behalf of ourselves and all associated companies within the Investec Group (collectively referred to as Group Companies), wish to ensure that we conform at all times with both the letter and the spirit of data protection legislation, including but not limited to the General Data Protection Regulation 2016 (Regulation (EU) 2016/679), the Data Protection Act 1998 and any replacement for that Act ("DP Law"). Furthermore, we expect all of our dealers to do the same.
2. In particular, we wish to ensure that we do not process "personal data" (as defined in DP Law) without the relevant individual being provided at the appropriate time with all required information. In the context of a finance proposal, this information will include in particular:
 - Our identity as a Data Controller of the individual's personal data;
 - Details of the personal data we will obtain;
 - Details of the processing we will undertake in respect of that data; and
 - Our grounds for carrying out that processing.
3. As a dealer, it is your responsibility to ensure that you yourself comply fully with DP Law in respect of the personal data which you will obtain in the course of your business. However, we also require that you comply with the terms of this DPA Policy in order to ensure that when you submit a Proposal to us, neither we, nor any funder to which we submit it, will be in breach of DP Law when we and/or they consider it. Failure to comply strictly with the terms of this DPA Policy will be a breach of your Terms of Business with us.
4. Before you submit any Proposal to us, you must provide all individuals whose personal data we and/or any funder will need to receive and/or obtain and/or process in connection with that proposal with our Fair Processing Notice ("FPN"), as amended from time to time. A copy of our current FPN is set out at the end of this DPA Policy.
5. Confirmation that the terms of this DPA Policy have been strictly complied with and in particular that the FPN has been provided to the identified individuals must be recorded by you in respect of **every** Proposal submitted to us, with such records being retained for a minimum of seven years.
6. You must at all times process customers' personal data in accordance with the requirements of DP Law, CONC and all other Legal and Regulatory Obligations. In particular:
 - 6.1. You must at all times ensure you have appropriate technical and organisational measures in place to protect any personal data obtained, accessed or processed by you against any unauthorised or unlawful processing, accidental loss, destruction or damage.
 - 6.2. Where the customer is seeking to enter into a Consumer Credit or Hire Agreement you will, where the customer requests, disclose to the customer from where their personal data was obtained (if not from the customer), including the name and address of any credit reference agency you have consulted or which, where the Funder has decided not to proceed with the Proposal based on information obtained from a credit reference agency, MIF informs you the Funder has consulted.

7. Lastly, for the avoidance of doubt, we confirm that even if the circumstances of a given transaction make it difficult for you to directly inform or obtain consent from any relevant individual as required by this policy or our terms of business with you (for example, where finance is being arranged by one director/partner and you need to inform or obtain consent from his/her co-directors/partners), you must nevertheless still take such steps as are necessary to identify and to ensure that all relevant individuals receive the requisite FPN and provide appropriate consent.

Mann Island Finance Fair Processing Notice

MANN ISLAND FINANCE LIMITED DATA PROTECTION NOTICE TO INDIVIDUALS INVOLVED IN FINANCE APPLICATIONS

We are Mann Island Finance Limited (MIF), a finance broker, and we have been asked to assist you in obtaining finance. This process will involve the processing of your personal data. This Data Protection Notice is intended to give you information on how this personal data (*i.e.*, information which directly or indirectly identifies you) will be processed by us and/or any company to which we submit a finance application on your behalf.

We have not yet identified the finance company or companies to which such an application will be submitted (and so we will refer to any such company in this notice as "the Company") but full details of how each of the particular finance companies we use will process personal data relating both to applicants and customers can be found at <https://mannisland.co.uk/regulatory-and-legal-information/>

Where the Company is MI Vehicle Finance Limited (MIVF), a finance company linked to MIF, further details of how MIVF will manage and use your data can be found at <https://www.mannisland.co.uk/mivf-data-protection>, where you can also find details of the credit reference and fraud prevention agencies that MIVF uses, and information about your data protection rights. Both MIF and MIVF are members of the Investec Group of Companies, and may pass your data on to other companies within that group, some of which are located in countries outside the EEA (including in South Africa).

For the purposes of EU data protection laws, we and the Company will each be a data controller.

Data That May Be Collected. We and the Company may each collect certain personal data with respect to you, including, without limitation, your name, address, date of birth, contact details, credit reference data, financial and employment details, banking and credit card details, director or shareholder roles, income and similar details. We and/or the Company may collect some of this data from third parties, for example credit reference agencies.

Where a corporate entity is applying for finance, we and the Company may collect personal data about the individuals who are directors and shareholders of the business from credit reference agencies (CRAs) where this data is held publicly, such as at Companies House. Where a partnership is applying, we and the Company may similarly collect personal data about the individual partners. This notice also applies to the processing of such personal data and use of the word 'you' in this notice will encompass such individuals.

We and the Company may process sensitive personal data (including, for example, information revealing an individual's physical or mental health). Where sensitive personal data are processed we will obtain your explicit consent for the processing.

Use of Personal Data. We and/or the Company will use your personal data for: provision of products and services, credit and AML risk assessment, profiling for marketing purposes, market research and product development, statistical analysis, marketing, fraud prevention and detection and otherwise as necessary to comply with applicable laws, regulations and/or codes of practice. The processing of personal data may be undertaken with your consent, or where it is necessary for the performance of a contractual relationship or compliance with a legal obligation, or where it is in our legitimate interests, and/or those of the Company or a member of any group of companies to which we and/or the Company belongs.

Disclosure to Certain Third Parties. We and/or the Company may disclose certain personal data: (i) within any group of companies to which we and/or the Company belongs (we and MIVF belong to the Investec Group); (ii) to our and/or the Company's brokers and dealers / suppliers, professional advisors and service providers (including, information technology systems providers); (iii) to courts, governmental and non-governmental regulators and ombudsmen; (iv) to fraud prevention agencies and law enforcement agencies; (v) to any third party that acquires, or is interested in acquiring, all or part of our assets or shares, or those of the Company, or that succeeds us and/or the Company in carrying on all or a part of our and/or its business, whether by merger, acquisition, reorganization or otherwise; and (vi) as otherwise required or permitted by law.

In particular, we and/or the Company may share the personal data we and/or it collect(s) 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.

Further details of how your information will be used by us and these fraud prevention agencies for this purpose can be found on the Investec website at www.investec.com/en_gb/Legal/UK/fraud-prevention-notice.html or by contacting our Data Privacy Officer at 5, St Paul's Square, Liverpool L3 9SJ or by email to enquiries@mannisland.co.uk. Similar information relating to each Company to which your application may be submitted can be found at <https://mannisland.co.uk/regulatory-and-legal-information/>

In addition, in order to process your application for finance, your personal data will be shared with CRAs. We and/or the Company will send information about your applications to CRAs and they will record this, even if your application does not proceed or is unsuccessful. This will include information from your credit application and about your financial situation and financial history. CRAs can give us and/or the Company both public information (e.g. electoral register) and shared credit, financial situation and financial history information and fraud prevention information

We and/or the Company may use the data received to:

- Assess your creditworthiness;
- Verify the accuracy of the data you have provided;
- 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.

The Company may continue to exchange information about you with CRAs while you have a relationship with them, and may 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 and/or the Company 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 and/or the Company that you have a spouse or financial associate, we and/or the Company may 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 each of the three CRAs websites – using any of these three addresses will take you to the same CRA Information Notice (CRAIN) document:

Callcredit www.callcredit.co.uk/crain;

Equifax www.equifax.co.uk/crain;

Experian www.experian.co.uk/crain.

Transfer of Personal Data Outside the European Economic Area (“EEA”). We and/or the Company may transfer your personal data to recipients (including affiliates) located in countries outside of the EEA, which may not have data privacy laws equivalent to those in the EEA. In such a case, we and/or the Company will be under a duty to take all necessary steps to ensure the safety of your personal data in accordance with applicable data protection laws.

Your rights. Under applicable EU data privacy laws, you may have a right to: (i) request access to and rectification or erasure of your personal data; (ii) obtain restriction of processing or to object to processing of your personal data; (iii) withdraw your consent to the processing of your personal data; and (iv) data portability (i.e. to request the transfer of personal data from one data controller to another in certain circumstances). If you wish to exercise any of these rights against us, you should contact our Data Privacy Officer at 5 St Paul's Square, Liverpool, L3 9SJ or email enquiries@mannisland.co.uk; if you wish to do so against any Company to which your application has been submitted, you should contact its Data Privacy Officer using the details available from <https://mannisland.co.uk/regulatory-and-legal-information/> Where the Company is MIVF, please email AFGDataprivacy@investec.co.uk. You also have the right to lodge a complaint about the processing of your personal data by us and/or the Company with the UK data protection authority, the Information Commissioner's Office, whose contact details can be found at <https://ico.org.uk>.

We and/or the Company may rely on automated credit assessment based on the personal data which we receive from you and/or obtain from a credit reference agency or similar sources about your credit profile or history. The outcome of this process can result in an automated decline of your application where it does not meet the acceptance criteria which

we and/or the Company apply. We and/or the Company have a duty to review these acceptance criteria regularly to ensure fairness in the decisions made, and you have a right to ask us or it to manually review any decision taken in this manner.

In addition we may use automated profiling to identify whether other products or services may be of use to you when we consider marketing campaigns. You have a right to object to this automated profiling. This is separate to the right you have to object to receive marketing.

Security. We and/or the Company are under a duty to take steps to protect your personal data against loss or theft, as well as from unauthorized access, disclosure, copying, use or modification, regardless of the format in which it is held.

Retention. We and MIVF will retain your personal data for seven years from the date on which our relationship with you ends. Information relating to the data retention policy adopted by each Company to which your application may be submitted can be found at <https://mannisland.co.uk/regulatory-and-legal-information/>

Enquiries, Requests or Concerns. All enquiries, requests or concerns regarding this Notice or relating to the processing of Personal Data, should be sent to our Data Privacy Officer at 5 St Paul's Square, Liverpool L3 9SJ, by emailing enquiries@mannisland.co.uk or by telephoning 0370 600 6668. Alternatively, you may contact the Data Privacy Officer(s) at any Company to which your application may have been submitted, whose details can be found at <https://mannisland.co.uk/regulatory-and-legal-information/>