

## Privacy Policy and Website Terms

This document provides information about our business, the services provided, site policies and use of personal data.

### About Us

**Blueray Capital** is a trading style of **Barach Ltd**, (“The Company”). The company registration number is 07776169 and its registered address is 264 Banbury Road, Oxford, OX2 7DY. The business address is 20-22 Wenlock Road, London, N1 7GU.

You can contact us either via email at [info@blueraycapital.co.uk](mailto:info@blueraycapital.co.uk) or via telephone on 0845 273 3856 or by post at the business address.

### How we conduct business

We work in partnership with providers of debt and equity finance across the market to serve clients in a professional and timely manner with appropriate funding products to meet their development, growth or strategic objectives. We are a finance broker, not a lender and are authorised and regulated by the Financial Conduct Authority, number **792181**. Our entry on the [Financial Services Register](#) may be viewed [here](#).

### Treating Clients Fairly

Our duty of client care requires that recommendations are based on the best and most appropriate solution for the client given the information provided to the Company.

In providing services we request detailed financial information about the client company and its management team. All information provided to the Company is treated in a strictly confidential manner and handled in accordance with the Data Protection Act as set out by the Information Commissioners Office under which the Company is registered as detailed below.

### Credit Searches

As part of a funding application by a consumer, sole trader, partner or company Director we are required to gather personal and financial information. We gather this data to review and validate the application prior to sharing it with the relevant funding partner to enable them to complete their own due diligence. This process will include a credit search on the relevant individual, the client’s business and its officers. A credit search may only be completed with the prior approval of the client. By submitting a completed enquiry form it is considered implicit that you agree to such credit searches being carried out.

### Access to Personal Information

Under the General Data Protection Regulation (GDPR) you are entitled to view, amend, or delete the personal information that we hold. Email your personal information request to our Data Protection Officer at [info@blueraycapital.co.uk](mailto:info@blueraycapital.co.uk).

### No Obligation

Our services are provided without obligation until a **term sheet** or **offer document**, which summarises the key terms, conditions, undertakings, fees and costs, is signed. There is no obligation on the Client to accept any offer of funding recommended by the Company and the Company will not apply any charges for the services provided to that point.

### Commissions received

The company may receive commissions paid by our lending partners or as deductions from funds drawn down. The Company may also charge fees directly to the client for the successful provision of its services, including arranging and managing finance applications through to successful completion. Fees and costs will be clearly stated to the client.

### **Complaints Handling Policy**

The Company endeavours to provide excellent service to all Clients. Should any Client have a grievance or complaint to make to The Company this should be sent by email to: [info@blueraycapital.co.uk](mailto:info@blueraycapital.co.uk) or by recorded delivery for the attention of the Managing Director, to the office address shown above. In registering a complaint with the Company please include as much detail as possible regarding the specific nature of the complaint, including the names of those involved.

All complaints registered with the Company will be acknowledged within five business days and all matters relating to the complaint will be handled in person by the Managing Director. Every effort will be made to resolve the complaint or grievance as quickly as possible and to the full satisfaction of the Client.

### **Privacy Notice**

By proceeding to use this web site you consent that we may process data that we collect from you in accordance with our Privacy Policy. The data that we collect from you may be transferred to, and stored or processed at, a destination outside the European Economic Area ("EEA"). By submitting data, you agree to this transfer, storing or processing. Please address any questions, comments and requests regarding our data processing practices to [info@blueraycapital.co.uk](mailto:info@blueraycapital.co.uk).

### **Data Protection Registration**

The Company is registered with the Information Commissioners Office for Data Protection Purposes. Register Number: **ZA275603**. More information can be obtained from the Information Commissioners Office web site: <https://www.ico.org.uk>

### **Use of This Web Site**

Please review the following terms and conditions concerning your use of the web site. By accessing, using or downloading any materials from the web site, you agree to follow and be bound by these terms and conditions (the "Terms"). If you do not agree with these Terms, please do not use this web site.

### **General Web Site Usage**

All materials provided on this web site, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and services ("Materials"), are provided either by The Company or by their respective 3rd party manufacturers, authors, developers and vendors ("3rd Party Providers") and are the copyrighted work of The Company and/or its 3rd Party Providers.

Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of The Company or the 3rd Party Provider. Also, you may not "mirror" any Materials contained on this web site on any other server without prior express written permission. Except where expressly provided otherwise by The Company nothing on this web site shall be construed to confer any license under any of The Company or any 3rd Party Provider's intellectual property rights, whether by implication, or otherwise you acknowledge sole responsibility for obtaining any such licenses.

Materials provided by 3rd Party Providers have not necessarily been independently reviewed, tested, certified, or authenticated in whole or in part. The Company does not promote, recommend, provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by The Company. The Company hereby grants you permission to display, copy, distribute and download The Company materials on this web site provided that: (1) both the copyright notice identified below and this permission notice appear in the Materials; (2) the use of such Materials is solely for informational use and will not be copied or posted on any networked computer, broadcast in any media, or used for unofficial dissemination; and (3) the Materials are not modified in any way.

This permission terminates automatically without notice if you breach any of these terms or conditions. Upon termination, you will immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this web site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Links to Third-Party Sites**

This web site may contain links to web sites controlled by parties other than The Company who are not responsible for and do not endorse or accept any responsibility for the contents or use of these 3<sup>rd</sup> party web sites. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of a destructive nature.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy. If you wish to make any use of content on our site other than that set out above, please contact [info@blueraycapital.co.uk](mailto:info@blueraycapital.co.uk).

### **Cookie Policy**

Our website uses cookies to distinguish you from other users of our website. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. By continuing to browse the site, you are agreeing to our use of cookies. We use the following cookies:

- **Analytical/performance cookies.** We use Google Analytics to collect standard internet log information and details of visitor behaviour patterns. This allows us to recognise and count the number of visitors and to see how they move around the site which helps us improve the way it works for a better user experience. We do not make, and do not allow Google to make, any attempt to find out the identities of those visiting our website. [Google's privacy policy](#) may be viewed here.

- **Functionality cookies.** These are cookies that are required for the operation of our website and to recognise you when you return. This enables us to remember your preferences and personalise content.
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with 3rd parties for this purpose.

Please note that 3rd parties (including, for example, providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

### **Email Marketing**

If you subscribe for updates at our website we request personal data which is added to our internal mailing list via Mailchimp. [Mailchimp's privacy policy](#) may be viewed here. We use this list to provide occasional information on our products and services and for general email marketing purposes. We gather statistics around email opening and clicks using industry standard technologies to help us monitor and improve our email communications.

Every time we send an email we include a link to enable you to amend your data, update your preferences or unsubscribe. We do not share our email data with other individuals, organisations or businesses.

### **Limitation of our Liability**

Where expressly provided otherwise by the company the materials on the web site are provided "as is", and the company hereby disclaims all express or implied representations, warranties, guaranties, and conditions, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, except to the extent that such disclaimers are held to be legally invalid. The company makes no representations, warranties, guaranties, or conditions as to the quality, suitability, truth, accuracy, or completeness of any of the materials contained on the web site.

Limitation of liability shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading the materials. In no event shall the company be liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, investment, profits, use, data or other economic advantage), however it arises, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available from this web site, even if the company has been previously advised of the possibility of such damage.

You have sole responsibility for the adequate protection and backup of data and/or equipment used in connection with the web site and you will not make a claim against the company for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the materials. You agree to hold the company harmless from, and you covenant not to sue the company for, any claims based on or related to the use of the web site.

The Company and its suppliers control this web site from its UK headquarters and makes no representation that these Materials are appropriate or available for use in other locations.

The service is hosted by a 3rd party at a location other than the company headquarters and as such you should be aware that any data that you submit travels to a secure server in another location. If you use this web site from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

## **General Information**

This web site may include inaccuracies or typographical errors. The Company and its 3<sup>rd</sup> party providers may make improvements and/or changes in the products, services, programs, and prices described in this web site at any time without notice.

The Company may periodically make changes to the web site. Any action related to these Terms will be governed by the law prevailing in England and Wales and any superior European Union Law. These terms represent the entire understanding relating to the use of the web site and prevail over any prior or contemporaneous, conflicting or additional, communications. The Company has the right to revise these Terms at any time without notice by updating this posting. Any rights not expressly granted herein are reserved by The Company. No logo, graphic, sound or image from the web site may be copied or re-transmitted unless expressly permitted by The Company.

If you have any questions about this document or the personal information that we hold, please email your request to our Data Protection Officer at [info@blueraycapital.co.uk](mailto:info@blueraycapital.co.uk).