ProvePrivacy

GUIDE

SAR Exemptions: Finance, Management and Negotiations

These three exemptions all protect an organisation's ability to plan and negotiate without a subject access request forcing early disclosure of its hand. Each one is narrow, tied to a specific commercial activity, and only exempts what would actually be prejudiced, not every piece of personal data connected to it.

1. Corporate finance, forecasts and negotiations

Corporate finance

This exemption protects data processed for or in connection with a corporate finance service, such as underwriting a share issue, advising on a merger, or raising capital, where applying the access right would be likely to affect the price of a listed instrument, or where the controller reasonably believes it could affect a decision to deal, subscribe or restructure a business, and applying the right would prejudice the orderly functioning of financial markets or the efficient allocation of capital. It is aimed at market sensitive information, not routine HR or customer data a corporate finance team happens to hold.

Management forecasts

Data processed for management forecasting or management planning, for example a restructuring plan or a redundancy forecast, is exempt to the extent that disclosure would be likely to prejudice the conduct of the business or activity concerned. This is a proportionate test: it protects the forecast while it is live and sensitive, not indefinitely once the plan has been implemented or become public.

Negotiations

This exemption covers records of the controller's own intentions in negotiations with the data subject, to the extent disclosure would be likely to prejudice those negotiations, most commonly a pay dispute, a redundancy settlement or a contract renegotiation. It only protects the record of your negotiating position, not the rest of the data subject's file.

WHY THESE EXEMPTIONS ARE TIME LIMITED

All three are commercial in nature and time limited. Once a deal completes, a forecast is delivered, or negotiations conclude, the prejudice that justified withholding usually disappears. Reassess before every response rather than assuming last quarter's judgement still holds.

2. The pitfall to avoid

The most common error is treating the negotiations exemption as cover for an entire file, rather than the specific record it actually protects.

THE PITFALL

Using the negotiations exemption to withhold a whole HR file during a dispute.

THE REMEDY

The exemption only covers the specific record of your negotiating intentions, not unrelated personal data sitting in the same file. Redact the negotiating position and disclose the rest.

New: DSAR redaction, included in your subscription

Isolating the negotiation intention paragraph from the rest of a record, rather than withholding the whole file, is exactly the kind of precise redaction the ProvePrivacy platform's DSAR Redaction tool is built to support. Ask your account manager for a walkthrough.

Conclusion: prioritise commercial sensitivity, precision and fair dealing

These exemptions exist to protect your organisation's ability to plan and negotiate, not to give you a blanket excuse to withhold an inconvenient file. Read each one narrowly, exempt only the specific record or forecast that would genuinely be prejudiced, and disclose the rest.

A few checks worth running before you rely on any exemption in this group:

- **Name the activity:** confirm whether you are dealing with corporate finance, a management forecast, or a negotiation, since each test is worded differently.
- **Prejudice, not preference:** identify the specific commercial harm disclosure would cause, not general discomfort at the request.
- **Reassess at response time:** a deal, forecast or negotiation that has since closed or become public will rarely still meet the test.
- **Redact, then disclose:** isolate the sensitive record or paragraph and release the rest of the file.