

## Legal & Privacy Policy for Concentrica Associates Website

### Website Terms of Use

Read these terms carefully, they're important. They detail the information that we are obliged to provide by law including the basis on which you use and interact with this website.

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website concentrica.com ("our website"), whether as a guest or a registered user/member. Please read these terms of use carefully before you start to use the website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

### Legal Information about us

This website Concentrica Associates.com is owned and operated by Concentrica Associates Limited ("We" or "Us"). We are a company registered in England and Wales and the **Company Registration Number** is **06477689**. The **Company VAT Registration Number** is **931 4619 30**. The company's registered office is: **1 Saxon Court, Thatcham, RG19 3TF**

### Accessing our website

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period. We restrict access to some parts of our website to members who have registered with us. If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

### Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our website, including the database rights and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged. You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you download any part of our website in breach of these terms of use, your right to use our website will cease

immediately and you must, at our option, return or destroy any copies of the materials you have made.

We shall have no hesitation in referring any breaches of our intellectual property to our solicitors who shall take action against you with or without notice.

## **Reliance on information posted**

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We offer free legal documents online for members only which are intended to be used as precedents or guide and may not suite your particular situation or client expectations. The legal precedents are provided on an 'as is' basis only and if you have any doubts concerning their suitability, we advise you seek legal or other professional advice. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

## **Our website changes regularly**

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

## **Our liability**

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **Information about you and your visits to our website**

We process information about you in accordance with our Privacy Policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

## **Viruses, hacking and other offences**

You must not misuse our website 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 website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

## **Linking to our website**

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, but 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 from any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

## **Links from our website**

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Jurisdiction and applicable law**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **Trademarks**

Concentrica Associates is a trademark of Concentrica Associates Limited. Copyright 2007-2017.

## **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

## **Your concerns**

If you have any concerns about material which appears on our website, please contact us by email or by using the form on the website.

# Privacy & Cookie Policy

## We take your privacy seriously

This Privacy Policy is brought to you by Concentrica Associates Limited (“Concentrica Associates”). We take the privacy of our Website users very seriously. We ask that you read this Privacy Policy (“the Policy”) carefully as it contains important information about how we will use your personal data.

For the purposes of the Data Protection Act 1998, Concentrica Associates (“we” or “us”) is the data controller (the company who is responsible for, and controls the processing of, your personal data).

## Personal data we may collect about you

We will obtain personal data about you (such as your company name or business address) whenever you complete an online form.

For example, we will obtain your personal data when you (e.g. register to use this Website, send us feedback, post material, contact us for any reason, sign up to a service. We may also obtain sensitive personal data about you if you volunteer it during the completion of an online form. If you volunteer such information, you will be consenting to our processing.

We may monitor your usage of this website. This may include monitoring how many times you visit, which pages you go to, traffic data, location data and the originating domain name of a user’s internet service provider. This information helps us to build a profile of our users. Some of this data will be aggregated or statistical, which means that we will not be able to identify you individually. Please see further the section on “Use of cookies” below.

## How we may use your personal data

We will use your personal data for the purposes described in the data protection notice that was given to you at the time your data were obtained. These purposes include:

- to help us identify you and any accounts you hold with us
- administration
- to notify you any changes to this website or our services which may affect you
- security vetting
- fraud prevention and detection
- statistical analysis
- customer profiling and analysing your purchasing preferences
- marketing (see “Marketing and opting out” below)
- billing and order fulfilment
- customising this website and its content to your particular preferences
- improving our services

## Marketing and opting out

Unless you have asked us not to do so, we may contact you about services and special offers which may be of interest to you. If you prefer not to receive any further marketing communications from us, you can opt out at any time. See further “Your rights” below.

## Disclosure of your personal data

We may disclose your personal data:

- to law enforcement agencies in connection with any investigation to help prevent unlawful activity
- in the event that the Concentrica Associates' assets and goodwill are subsequently transferred to a third party
- to our agents and service providers

## **Keeping your data secure**

We will use technical and organisational measures to safeguard your personal data, for example:

- we store your personal data on a secure offline server controlled by a secure login and password with multi factor authentication. Access to the application used to process your personal information then also requires a secure login and password with multi factor authentication.

Whilst we will use all reasonable efforts to safeguard your personal data, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data which are transferred from you or to you via the internet.

## **Information about other individuals**

If you give us information on behalf of someone else, you confirm that the other person has appointed you to act on his/her behalf and has agreed that you can:

- give consent on his/her behalf to the processing of his or her personal data
- receive on his/her behalf any data protection notices
- give consent to the transfer of his/her personal data abroad
- give consent to the processing of his or her personal data

## **Use of cookies**

When you use this website, we may collect information about your computer, such as your IP address and/or browser, which we will use for administration purposes and statistical analysis. This information will not usually identify you personally. We may also obtain information about your online movements and use of the internet. We do this by placing a 'cookie', which is a small file, on your computer's hard disk. Cookies are used for several reasons:

- to recognise you whenever you visit this website
- to speed up access to this website (so you do not have to log on each time)
- to store your personal preferences
- to build a profile about you
- to better target our marketing and advertising campaigns

The vast majority of web browsers accept cookies. However, you can change your browser settings so that cookies are not accepted. If you do this, you may lose some of the functionality of this website. For further information about cookies and how to disable them please go to: [aboutcookies.org](http://aboutcookies.org)

## **Transfers of data out of the EEA**

We do not transfer your personal data outside of the United Kingdom.

## Your rights

You have the right, subject to the payment of a small fee (currently £10) to request access to personal data which we may process about you. If you wish to exercise this right you should:

- put your request in writing to the address below
- include proof of your identity and address (e.g. a copy of your driving licence or passport, and a recent utility or credit card bill)
- attach a cheque in the amount of £10 made payable to Concentrica Associates Limited
- specify the personal data you want access to, including any account or reference numbers where applicable

You have the right to require us to correct any inaccuracies in your data free of charge. If you wish to exercise this right you should:

- put your request in writing
- provide us with enough information to identify you (e.g. account number, username, registration details)
- specify the information that is incorrect and what it should be replaced with

You also have the right to ask us to stop processing your personal data for direct marketing purposes. If you wish to exercise this right you should contact us at Concentrica Associates Ltd. and inform us that you wish to opt out of direct marketing.

# International Office General Data Protection Regulation (GDPR)

## What is the GDPR?

The General Data Protection Regulation (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union. It addresses the export of personal data outside the EU.

## Enquiry privacy notice

The information that you provide will be held in accordance with the Data Protection Act 1998 and from 25 May 2018 the General Data Protection Regulation (GDPR). Your personal data will be collected and processed for the purpose of allowing you to make an enquiry to Concentrica Associates to request commercial information regarding our services, additionally where you have consented, processed for the purposes of updating you in relation to new services, events and news updates.

Your personal data will be processed and stored by Concentrica Associates. Access to your personal information is secured by both a device login and password and further secured by a separate software application login and password with multi factor authentication.

Concentrica Associates will use your personal data to process your enquiry, to send you electronic or hard copy collateral, to communicate with you to provide you with information relating to your enquiry, or for statistical purposes and internal reporting.

We accept that in contacting you in this way, we cannot pass on your data to any 3<sup>rd</sup> parties unless it is for enquiry processing or is necessary for us to provide to you the services you have requested from us or to send you marketing emails in relation to the products and services we

offer or other than where you have given us permission to do so, or we are required to do so by law.

Under the General Data Protection Regulation, Concentrica Associates must establish a legal basis for processing your personal data and communicate this to you. The legal basis for processing your data for marketing purposes is based on 'Legitimate Interests'. As authorised under: Article 6. 1(f) of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL.

### **Your right of access to your personal data**

You have a right to request a copy of the information that we hold about you. If you would like to request a copy of your personal data, please email via our online contact form. We want to make sure that your personal data is accurate and up to date. You may ask us to correct or remove information that you think is inaccurate.

### **Your other rights as a data subject**

The GDPR provides you, as a data subject, with a number of rights in relation to your personal data. You have the right to withdraw your consent where that is the legal basis of our processing, have inaccuracies in the personal data that we hold about you rectified, a right to erasure, to request that the processing of your personal data be restricted, to object to certain processing activities and to complain to the Information Commissioner's Office about the way we process your personal data.

### **Changes to our privacy notice**

We will keep our privacy notice under regular review and we will place any updates on this web page and inform data subjects of this change

### **Who do I contact if I want to know more?**

For further information about your right to access information we hold about you, or to make a complaint about the way in which we are handling your personal information please email us via our online contact form.

### **Our contact details**

You can send an email via our online contact form or you can send written communications to our registered office at: Concentrica Associates Limited, 1 Saxon Court, Thatcham, RG19 3TF. We may change this privacy policy from time to time. You should check this policy occasionally to ensure you are aware of the most recent version which will apply each time you access this website.

**Company Registration Number: 06477689**