ANCHOR SAFETY LLP NEW CUSTOMER CREDIT ACCOUNT APPLICATION

Business Type (Tick Box)	Plc		Ltd Co.		Partnership		Sole 7	Γrader	
Legal Name of Applicant									
Trading Name (if different)									
Registered Office Address									
Co. Reg No.					Postcode				
Trading/Invoicing address if different from above									
Date Applicant commenced trading					Postcode Telephone No.				
Fax No.					Email				
Accounts Email					Company Web	site			
Name of Buyer					Name of H & S	Officer			
Number of staff in PPE					Industry Type				
VAT No.					VAT Reg.	Υ		N	
Main contacts	Purcha	sing			Finance				
If the Applicant is part	of a gro	up of comp	oanies, please s	state holding co	mpany/subsidiar	ries/assoc	iated com	panies.	
Trade References	Compa	nny 1			Company 2				
Contact									
Company Name									
Address									
Postcode									
Telephone									
Approx. average monthly spend									
Bankers	Bank				A/C No				
	Branch	١			Sort Code				
	(I autho	orise this ba	nk to provide Ai	nchor Safety with	a Status Report o	on the abov	/e named a	applicant)	
Estimated annual purchases from	Anchor	Safety LLF	•		£				
Credit Limit applied for (The figure we agree will be confirmed when the account is opened)					£				
Our credit terms are 30 days from agreement to pay all invoices produced accompanying the original of this agree terms and conditions of trace guarantees performance of the Aguarantee being subject to conditions	romptly a applica ding on b pplicant's	as they fall tion. The s ehalf of the s obligation	ll due and (b) signatory belove e Applicant and ns to Anchor S	your acceptand w confirms he/s d, if the Applican afety LLP under	ce of all our term he is duly authon nt is a limited cor	ms and c rised to n npany, the	onditions nake this a e signator	as attache application y below pe	ed to or n, and to ersonally
Signature					ase print)				
Position									
(<i>Director to sign where Ap</i> Signatory's home address	pplicant is	a limited co	ompany)						
Application approved by:			Credit lir	mit approved £	Δι	count one	ned date:		

Terms & Conditions (Business to Business Transactions)

Application

- 1. The following terms and conditions, as varied from time to time by us, will govern all contracts we make for supply of goods and/or services unless otherwise specifically agreed by us in writing and shall prevail to the exclusion of any other terms that the buyer may seek to impose or incorporate or which are implied by trade custom, practice or course of dealing.
- 2. Goods and services are offered for sale on the strict understanding that you are not a consumer, in other words all sales contemplated or concluded under these terms and conditions shall be on a business to business basis and any goods purchased under them are purchased for business purposes only.
- 3.1 Your "order" is your order as submitted to us in writing or verbally.
- 3.2 Your order constitutes an offer by you to purchase the goods in accordance with these terms and conditions.
- 3.3 You are responsible for ensuring that the details provided in your order are complete and accurate in all respects.
- 3.4 Your order shall only be deemed to be accepted when either (a) we send you a confirmation email accepting your order or (b) we despatch the goods, or any of them, to the location specified in your order.
- 4. Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained on our website or in catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods referred to in them. They shall not form part of the contract nor have any contractual force.
- 5. Your order and these terms and conditions constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the order or these terms and conditions.

Delivery

- 6. We shall arrange for delivery of the goods to the location specified in your order. If any of the goods ordered are out of stock or require embroidery or printing, or if the delivery destination is outside mainland UK, you will be advised separately by email of the intended delivery date. Otherwise, it is our aim to dispatch all orders the same day by overnight carrier provided we receive them by 2pm.
- 7. For delivery anywhere within the UK mainland, orders valued at £100.00 (net) and over are carriage free and otherwise are liable to a small delivery charge of £6.95 plus VAT. Carriage on deliveries outside the UK mainland is chargeable at cost or by quotation.
- 8. For next day delivery within the UK mainland, please place your order by 2pm.
- 9. If we are delivering goods to you outside of the UK:
- 9.1 Your order may be subject to import duties and taxes. You will be responsible for payment of any such import duties and taxes; and
- 9.2 You must comply with all applicable laws and regulations of the country to which the goods are being delivered. We will not be liable or responsible if you break any such laws or regulations.
- 10. Although prompt delivery is our aim, any quoted delivery dates should be treated as estimates only and are not of the essence of the contract. The right is reserved to deliver by instalments and any failure to deliver one instalment shall not entitle the purchaser to cancel delivery of the remaining instalments.
- 11. We shall not be liable for any delay in delivery of the goods that is caused by an event beyond our reasonable control or a failure by you to provide adequate instructions in relation to your order. If we fail to deliver the goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods.
- 12. We reserve the right to refuse to deliver the goods if we consider, in our entire discretion, that the premises, surrounding area or country to which delivery is due to be made is inaccessible, unsafe or unsuitable.
- 13. Delivery of the order shall be completed when we deliver the goods to the address you gave us, at which point risk in the goods shall pass to you. If no one is available at this address to take delivery, we will deem delivery of the goods complete

and, until delivery takes place, store the goods at your risk and charge you for all related costs and expenses (including insurance). If you fail to accept delivery of the goods within 30 days of the first attempted delivery, we reserve the right to resell or otherwise dispose of all or part of the goods without incurring liability to you.

- 14. Where it is desired that our delivery drivers assist in unloading operations (and agree to do so) this will only be undertaken on the understanding that the customer will assume full responsibility for our driver's health and safety whilst this is being carried out.
- 15. The quantity of any consignment of goods as recorded by us on despatch to you shall be taken to be the quantity received unless you provide conclusive evidence to the contrary. If you think there are goods missing on delivery, you must notify us in writing within three days of delivery.

Retention of Title

- 16.1 Although the risk of damage to or loss of the goods will pass to you immediately upon delivery, the ownership of the goods shall not pass to you until we have received payment in full for them (including all applicable delivery charges) and until any other sums which are due from you to us have also been paid in full.
- 16.2 Until title to the goods has passed to you, you must hold them on a fiduciary basis as our bailee, store them separately from all other goods held by you so that they remain readily identifiable as our property, maintain them in satisfactory condition, keep them insured against all risks for their full price from the date of delivery and not remove, deface or obscure any identifying mark or packaging on or relating to the goods. You must notify us immediately if you become subject to any of the events listed in condition 19. You may resell or use the goods in the ordinary course of your business but if, before title to them has passed to you, you become subject to any of the events listed in condition 19 or we reasonably believe that any such event is about to happen and notify you accordingly, your right to resell the goods or use them in the course of business will cease immediately and we may at any time require you to deliver up all the goods in your possession and, if you fail to do so promptly, enter any of your premises or the premises of any third party where the goods are stored in order to recover them.
- 16.3 Unless the contrary is proved it shall be assumed that you have sold or otherwise parted with possession of goods delivered by us in the same order as they were delivered, i.e. first in, first out.

Payment

17. Payment is due at the point of order and can be made by credit or debit card or by cash. Customers with an agreed credit account will have the price of their order debited to their credit account.

Credit Account Customers

- 18.1 We reserve the right to offer or refuse to offer a credit account to any customer at our entire discretion. Credit facilities are offered only to business customers.
- 18.2 We may, at our option, assess your eligibility for a credit account by contacting credit reference agencies, obtaining references or by any other means we see fit.
- 18.3 We may, at our discretion, impose a credit limit on any credit account. Such limit may be subject to variance, as we specify from time to time, and you shall not be permitted to exceed this limit. We reserve the right to alter and/or remove any credit limit or credit account without notice to you.
- 18.4 We may implement any such terms and conditions in connection with the credit account at any time as we see fit.
- 18.5 If you have a credit account, you must pay the price of any goods purchased (without set-off or deduction) within 30 days of invoice date or as otherwise agreed in writing by us.
- 18.6 Invoices and statements may be sent by post or electronically.
- 18.7 Returned or re-presented cheques will incur a charge of £25.00 per re-presentation.
- 18.8 We reserve the right to charge interest at the rate of 2% per calendar month (or part of a month) on all overdue sums, and such interest will remain payable after any court judgment. Additionally, you must reimburse us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 19. If you have a credit account and you (i) fail to make payment when due; or (ii) breach any provision of these terms and conditions; (iii) become insolvent, have a receiver, administrative receiver, administrator or manager appointed over all or any part of your assets or business, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of debt or if an order or resolution is made or passed for your dissolution or liquidation

(other than for the purposes of solvent amalgamation or reconstruction), then we shall have the following options (without incurring any liability and without prejudice to any other rights we have under these terms and conditions):

- a) To terminate our contract with you and your credit account with immediate effect;
- b) To cancel any undelivered portion of the goods and to stop any goods in transit;
- c) To cancel any other order or contract we have in place with you;
- d) To demand immediate payment of any outstanding amounts which will thereupon become due and payable.

Return of Goods

- 20.1 Items correctly supplied against a binding order may not be returned for credit without our prior written agreement and you must notify us in writing within 14 days of delivery if you wish to return them. We reserve the right to levy a 20% handling charge and we will not re-credit or reimburse any delivery charges. If, however you return the goods at your own expense in good resale condition, they will be recredited in full excluding any carriage charge on delivery Goods returned for credit must include the relevant invoice or order number before any credit note can be issued and any wrapping must be intact and unmarked.
- 20.2 Except as otherwise specified in these terms and conditions, we reserve the right to refuse to accept returned goods, and goods correctly supplied cannot be returned if they have been printed, embroidered or otherwise personalised for you or if they are not items we normally hold in stock. Also, goods sold at a reduced price for stock clearance purposes, listed in our online clearance room, are non—returnable. If the goods are defective and in breach of our warranty, Condition 21 will apply.

Warranty

- 21.1 We warrant that on delivery the goods shall be free from material defects in design, material and workmanship.
- 21.2 If you give notice to us in writing that the goods do not comply with this warranty, we are given reasonable opportunity to examine the goods and you return the goods to us (at our request) we will, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.
- 21.3 We will not be liable for any goods failing to comply with the warranty if:
 - a) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal conditions; or
 - b) you continue to use the goods after giving notice in accordance with clause 21.2; or
 - c) the defect arises because you failed to follow our instructions in relation to the goods; or
 - d) you alter or repair the goods without our prior written consent; or
 - e) the goods differ from their description because of changes made to ensure they comply with applicable statutory or regulatory standards.
- 21.4 Regardless of the warranty we provide, it is your responsibility to satisfy yourself as to the fitness of the goods for any particular purpose.
- 21.5 Except as provided in Condition 21.2, we shall have no liability to you in respect of the goods' failure to comply with the above warranty.

Liability

- 22.1 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentations.
- 22.2 To the fullest extent permitted by law, and other than as expressly set out in these terms and conditions, all express and implied terms (including, but not limited to terms implied or imposed by the Sale of Goods Act 1979) in relation to the goods are excluded from the contract.
- 22.3 Subject to Condition 22.1, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:
 - a) loss of profit, loss of revenue or loss of contracts;
 - b) Indirect or consequential loss
 - arising under or in relation to any supply by us of goods even if we were aware that you might incur such loss
- 22.4 In all other cases, our total liability to you in respect of all other losses arising under or in connection with your order or the goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.

- 22.5 It shall be your responsibility to ensure that whoever is responsible for the storage, issue or use of any goods supplied by us has all or any information which may be required for health and safety purposes and after delivery of goods supplied by us we shall accept no liability for any subsequent breach of user instructions accompanying them or of any applicable health and safety legislation.
- We believe all product information given in both our printed and online publications to be accurate at the time of issue but we give no guarantee as to it and full technical specifications are not necessarily included. No liability is accepted for any error or omission in such publications.

Samples and Colours

- 23.1 If you have purchased samples from us we will, unless otherwise agreed by us in writing, refund the price paid for the samples in full provided they are returned to us carriage paid, unused and within 28 days of delivery.
- Where you place an order in reliance upon a sample provided by us, we shall endeavour to ensure that the goods comply with the quality and dimensions of the sample but no responsibility can be accepted for discrepancies between samples and the goods delivered.
- 23.3 No warranty or representation is given or made that the colours shown in any printed or online publication exactly match the colours of the actual products. Colours are only as accurate as the printing or electronic process allows.

Revision of Prices and Specifications

- 24. We will maintain prices as long as possible but they may be altered without notice. Goods will be invoiced at prices ruling at the date of despatch.
- 25. In line with our policy of progressive development of our product ranges, we reserve the right to alter specifications without prior notice.

Bulk purchase pricing

26. Where reduced prices are available for bulk purchases, the price shown is the unit price, unless otherwise stated.

Intellectual Property

27. All intellectual property rights in any items created by or provided by us belong to us and will remain vested in us. This includes, without limitation, trademarks, copyright, inventions, designs, catalogues, literature, electronic processes and any other intellectual or industrial property rights of any kind.

Value Added Tax

28. Prices are subject to VAT at standard rate (except on safety boots and helmets supplied for resale or to individuals for their own use).

Third Party Rights Excluded

29. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

Data Protection

- We will at all times comply with our obligations under the Data Protection Act 2018 and reference is made to our Privacy Policy as to our use and protection of any information you provide to us.
- 30.2 Telephone calls may be monitored and recorded for training and quality control purposes and to confirm verbal instructions.
- 30.3 If the buyer is a sole trader or partnership, you agree that any personal data you provide to us may be passed to our credit insurers, reference agencies and information providers, insurance companies, intermediaries and agents and they may keep a record of it and pass it to their customers. The personal data will be used for credit risk assessment and insurance and other related purposes and we may also receive personal data from sources other than you.

Force Majeure

31. We shall not be liable for any failure in the performance of our contractual obligations caused by factors outside our reasonable control. If such factors continue for a continuous period of more than two calendar months either party may by written notice to the other terminate the contract in question.

Guarantee

- 32.1 This condition applies where the buyer is a limited company and a director of it gives a personal guarantee ("the guarantee") as to the performance of its obligations to us.
- The guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to us by the buyer under any and every contract which has been or may be created between us including any contract made via our website, and whether subject to these terms and conditions or any other terms and conditions applying to website sales and whether or not such ultimate balance shall be in excess of any credit limit which may have been agreed with the buyer.
- 32.3 The guarantor shall not be discharged or released from his guarantee by any arrangement made between us and the buyer (whether or not made with the guarantor's consent) or by any amendment to or termination of the relevant contract between us and the buyer or by any forbearance or indulgence whether as to payment, time, performance or otherwise which we may grant the buyer with or without the consent of the guarantor.
- Also, the guarantee shall not be discharged by any partial performance by the buyer of its contractual obligations nor shall it be affected by any insolvency, liquidation or other incapacity of the buyer or any other person.
- Our rights under the guarantee are additional to, shall not be affected by and shall not prejudice any other security or remedy available to us.

Assignment

- We may, at any time, assign, mortgage, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations in connection with your order or under the guarantee referred to in condition 32.
- You shall not, without our prior written consent assign, mortgage, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations in connection with your order.

Severability, Jurisdiction, Waiver

- 34. If any of the foregoing terms and conditions or part of them shall be found to be illegal or unenforceable it shall be severed and the remainder of these terms and conditions shall continue in full force and effect.
- 35. Any contract of which these terms and conditions form part shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 36. Any delay or forbearance on our part in enforcing any right or remedy available to us shall not constitute waiver of it.

Anchor Safety LLP

Anchor House, Chapel Lane, Great Blakenham, Ipswich, IP6 0JZ (Registered Number: OC380986)

Freephone 0800 328 5028 Email: sales@anchorsafety.co.uk

Bankers: HSBC Bank Plc Ipswich, Sort Code: 40 61 35, Account No. 03005298 Account Name: Anchor Safety LLP PRIVACY NOTICE

Anchor Safety respects your privacy and is committed to protecting your personal data. This privacy notice will inform

you how we look after your personal data if you are:

• a current, potential or former customer,

a supplier, or professional or business contact of Anchor Safety,

• a visitor to our website (www.anchorsafety.co.uk),

and otherwise when we interact with you.

We may update this privacy policy from time to time - you can find our latest policy on our website at

www.anchorsafety.co.uk/privacy-policy or by asking us for a copy.

1. IMPORTANT INFORMATION

Anchor Safety LLP is a limited liability partnership with registration number OC380986, and is the data controller and

responsible for your personal data (collectively referred to as "Anchor Safety", "we", "us" or "our" in this privacy

notice).

We have appointed a Data Protection Manager who is responsible for overseeing questions in relation to this privacy

notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please

contact the Data Protection Manager as follows:

Address: Anchor House, Chapel Lane, Great Blakenham, Ipswich, Suffolk, IP6 0JZ

Telephone Number: 0800 328 5028

Email address: customer.care@anchorsafety.co.uk

Third-party links

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling

those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read

the privacy notice of every website you visit.

2. THE DATA WE COLLECT AND HOW WE COLLECT IT

The data we collect

Depending on your relationship with us (for instance, whether you are a customer or supplier), we collect, use, store and transfer some or all of the following data:

- Identity and Contact Data: including your name, postal address, email address and telephone number;
- Financial Data: including details of your bank accounts and payment card details;
- Transaction Data: details of goods and services we provide to you;
- Technical Data: information we collect automatically when you visit our website, including your IP address, browser details, and device details;
- Marketing and Communications Data: includes your preferences in receiving marketing from us and your communication preferences.
- Other personal data that you provide to us in the course of interacting with you, for example, during telephone calls which may be monitored.

Can you withhold your data?

You can withhold your data from us if you wish. But where we need to collect personal data by law, or to provide services to you, and you fail to provide that data when requested, we may not be able to provide our services to you. In such cases, we may have to suspend or terminate our engagement, but if this is the case, we will notify you at the time.

Where we collect your data from

We may collect your data from different sources:

- We collect all of the types data listed above directly from you when you interact with us, including from recorded telephone calls.
- We collect Technical Data automatically when you interact with our website, by using cookies and other similar technologies.
- We collect Identity and Contact Data from publicly available records such as Companies House.

3. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to.

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us using the details above if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Lawful basis for processing including basis of legitimate interest					
To register you or your company or employer as a new customer or supplier	 (a) Performance of a contract with you (b) Necessary for our legitimate interests (to provide goods or services to your employer) 					
To provide goods and services to you and carry out your instructions in connection with our services	Performance of a contract with you					
To carry out administration in connection with the provision of goods or services to or by you or your company or employer, including: (a) Managing payments, fees and charges (b) Collect and recover money owed to us	(a) Performance of a contract with you.(b) Necessary for our legitimate interests (to administer payments for goods and services we provide or receive).					
To manage queries relating to goods and services we have provided to you historically	(a) Performance of a contract with you(b) Necessary for our legitimate interests (to be able to respond to queries about our goods and services)					
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Performance of a contract with you(b) Necessary to comply with a legal obligation(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)					
To enable you to partake in a competition or complete a survey	(a) Performance of a contract with you(b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)					
To administer and protect our business and our website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data, and monitoring standards of telephone calls)	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud, to maintain customer service standards, and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation					
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)					
To use data analytics to improve our website,	Necessary for our legitimate interests (to define types of					

products/services, marketing, customer relationships and experiences	customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)			
To make suggestions and recommendations to you about goods and services that may be of interest to you	(a) Consent (where you have provided positive consent)(b) Necessary for our legitimate interests (to develop our products/services and grow our business)			

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

In addition, we may process your personal data without your knowledge or consent, where this is required or permitted by law.

Marketing

We may use your personal data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services and events may be relevant for you.

You may receive marketing communications from us in respect of our business and our goods and services ese if you have requested information from us or previously been a customer and, in each case, you have not opted out of receiving that marketing.

We do not share your contact details with any third party for the purpose of that third party sending marketing.

You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us using the details above at any time.

Aggregated Data and Benchmarking

We may also collect, use and share aggregated data such as statistical or demographic data for any purpose. For example, we may prepare statistics on the demographic of customers purchasing a certain type of product. Although aggregated data may be derived from your personal data, it is not considered personal data in law as this data does not directly or indirectly reveal your identity.

Cookies when using our website

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see www.anchorsafety.co.uk/cookies-policy

When you click through to other websites from our site, those websites may place cookies on your device or collect data from you. We are not responsible for the activities of the provider of any third party website.

4. <u>DISCLOSURES OF YOUR PERSONAL INFORMATION</u>

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 3 above:

- Our suppliers who we may need to contact in respect of your order, including delivery service providers.
- **Service providers** based within the UK or wider EEA who provide IT and system administration services, or who store documents on our behalf.
- Our professional advisers including lawyers, bankers, auditors and insurers based in the UK or EEA who provide consultancy, banking, legal, insurance and accounting services.
- **HM Revenue & Customs** and any other regulatory or governmental body in the UK who require reporting of our processing activities in certain circumstances.
- Company administrators and liquidators;
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

5. INTERNATIONAL TRANSFERS

We may transfer your personal data to third parties providing services to us who are based outside of the UK This includes parties providing IT administration services and hosting services, and parties providing assistance with managing our marketing databases.

Whenever we transfer your personal data outside of the UK, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- Transferring data to countries that have been deemed to provide an adequate level of protection for personal data by the UK government or ICO;
- using specific contracts approved by the ICO which give personal data the same protection it has in the UK.

6. <u>DATA RETENTION</u>

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

For more details of our specific retention periods, please contact our Data Protection Manager.

7. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These rights are set out below. If you wish to exercise any of the rights set out above, please contact our Data Protection Manager.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

Complaint to the ICO

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Your legal rights

Your legal rights are as follows:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you
 to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing
 of your personal data in certain circumstances.
- Request the transfer of your personal data to you or to a third party.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.