



## Standard Terms and Conditions

These terms and conditions apply to all Events held at the Premises and for events at which we provide Outside Catering. You agree to be bound by them by booking an Event at the Premises as the organiser of that Event, purchasing tickets to attend an Event held at the Premises and organised by us or someone else or by booking us to provide Outside Catering at an event held elsewhere other than the Premises.

### Definitions

- |                               |   |
|-------------------------------|---|
| <b>Agent</b>                  | - means any person, company or unincorporated association acting as our sales agent in respect of Ticket sales.   |
| <b>Customer(s)</b>            | - means any person, company or unincorporated association booking an Event or purchasing Tickets to attend an Event at the Premises.  |
| <b>Deposit</b>                | - means the amount of money we ask you to pay and you agree to pay at the time of booking to guarantee an event.  |
| <b>Event</b>                  | - means any event, party, function, gathering, assembly, meeting or similar happening or held at the Premises.  |
| <b>Event Organiser(s)</b>     | - means any person, company or unincorporated association organising an Event and contracting with Us as a Customer.  |
| <b>Guest(s) or guests</b>     | - means any person attending an Event organised by an Event Organiser.  |
| <b>Outside Catering</b>       | - means the supply of food, beverages, equipment and staff provided by us at premises not normally operated or owned by us such as a Customer's home, other venue or marquee on land not owned or leased by us.                 |
| <b>Premises</b>               | - means the licensed function and banqueting premises operated by us at which the Event has been booked.  |
| <b>Price</b>                  | - means the price of any tickets, goods, food, beverages, extras or services provided, to be provided or arranged by Us to You.   |
| <b>Ticket</b>                 | - means entry to an Event organised by us held at the Premises for which payment must be made to Us or our Agent.   |
| <b>We/Us/Our or we/us/our</b> | - means Wilshaws of Bexton Limited (Company Number: 07761036) whose registered office is EFCIS Suite 21 Edwin Foden Business Centre, Moss Lane, Sandbach, CW11 3AE as operators of the Premises and its successors and assigns. |
| <b>You/Your or you/your</b>   | - means the person, company or unincorporated association completing a booking form to hold an Event or purchasing Tickets to attend an Event at the Premises.  |

## Terms Which Apply to All Customers

1. If we accept your booking request and agree to enter into a contract with you, we may keep a record of the transaction for a period of 6 years.
2. All charges and amounts due to Us from You will be paid by You without deduction, set-off or withholding as a debt due on demand as if it were a charge for the Event.
3. All food and beverages consumed on the Premises are only available from us and Customers or Guests must not provide their own food or beverages for consumption on the Premises unless we agree in writing. If we do allow you to bring food or beverages onto the premises or you bring or any person attending an event organised by you brings food or beverages onto the premises without our consent we reserve the right to make a reasonable and appropriate charge as if we had supplied the food which you agree to pay. We also reserve the right to charge corkage in respect of any beverages we do allow you to bring on to the Premises and for the avoidance of doubt we shall not be under any obligation whatsoever to allow you to do so. We further reserve the right to charge in respect of any goods or services you or any third party or contractor acting on your behalf supply to Guests on the Premises where such goods or services are also provided by us.
4.
  - (i) Food and beverages provided are subject to market availability and prices may be altered. In the event we need to alter the price after the contract is formed we will write to you and give you the opportunity of accepting the amendment of the price or an alternative ingredient or item at the original price agreed. Whilst we make every effort to produce the exact menu agreed, we reserve the right to alter particular ingredients or items on the menu if they are not available, and replace them with suitable alternatives.
  - (ii) We provide information about food allergies and intolerances so as to comply with the Food Information Regulations 2014 on request. We will provide suitable dietary alternatives for guests providing we have been notified of their relevant allergies or intolerances at least 48 hours before an event and it is your responsibility to inform us of the dietary requirements of your guests.
  - (iii) As we use fresh ingredients in the preparation of meals you and your guests are advised that fish may contain small bones and fruits may contain seeds and stones and we ask you take reasonable care when eating these foods.
5.
  - (i) We operate a strict "Challenge 21" age policy in relation to the sale of alcoholic beverages and reserve the right to refuse to serve any Customer, Guest or any person attending an Event who cannot prove their age by way of International Passport, UK

Photo Driving licence or Proof of Age Scheme Card with PASS accredited Hologram logo ("Relevant ID") or who we suspect is purchasing alcohol for consumption by a person who cannot prove their age by way of Relevant ID. Nothing in these Terms and Conditions shall oblige us to serve alcoholic beverages to anyone.

- (ii) We operate a zero tolerance policy with regard to the misuse of drugs and reserve the right to remove any person from our Premises we suspect of misusing or dealing in drugs.
  - (iii) We operate a zero tolerance policy, whereby abusive, offensive, aggressive or violent behaviour towards our staff will not be tolerated under any circumstances and we reserve the right to remove any person from our Premises whose behaviour at our sole discretion either is or is likely to cause upset, distress or harm to any of our staff or contractors.
  - (iv) We reserve the right to engage the services of door supervisory staff if at our absolute discretion it is necessary for door supervisory staff to be present at your Event to ensure the objectives set out in the Licensing Act 2003 are maintained or this clause 5 to be complied with. You must pay us for the cost of any door supervisory staff we engage.
  - (v) We reserve the right to refuse to serve or remove from the Premises any Customer or person whose behaviour is disruptive, unruly or abusive at our sole discretion.
  - (vi) We reserve the right to end an Event at our sole discretion with no liability to You or your Guests as a result of any misuse of drugs, consumption of alcohol not supplied by us, anti-social or abusive, offensive, aggressive or violent behaviour.
6. Any confirmation or agreement under or in connection with your booking must be made in writing (which shall include e-mail).
7. Nothing in these Conditions shall serve to limit or exclude our liability to you in respect of fraud or death/personal injury caused by our negligence.
8. Our liability (whether arising from an action in contract law, tort (including negligence) or otherwise) shall be limited as follows:
- (a) we shall not be liable to you in respect of any loss of profit, loss of anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, loss suffered by third parties or any form of indirect, consequential or special loss;
  - (b) our total liability to you shall be limited to the amount of the Price paid by you.
9. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.

10. These Terms and Conditions, written booking process referenced in these Terms and Conditions and any other document issued by us and expressly stated to be incorporated into the terms of the contract between us constitutes the entire agreement between us and you. In entering in to a booking with us you acknowledge that you have not relied upon any statement or representation from us save as set out in these Terms & Conditions or as stated in writing as part of the booking process. No terms contained within any purchase order or purported by you in any correspondence shall form part of a contract between us unless agreed by us in writing.
11. No term of any contract between us arising from these Terms and Conditions is intended to confer a benefit upon or be enforceable by any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
12. The language of any contract formed will be English. The Terms & Conditions shall be construed in accordance with English Law and you agree to submit to the exclusive jurisdiction of the English Courts.
13. We may change the terms upon which we make Events and Tickets available from time to time without notice to you and any subsequent booking requests you may make will be subject to those changes.
14. In the event you do not pay us in accordance with these Terms and Conditions we reserve the right to charge where appropriate late payment charges and late payment interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2013.

#### **Terms Which Apply to Customers Organising Events**

15. If your event includes a marriage ceremony it is your responsibility to book a registrar to legally conduct the marriage. Payments for the marriage ceremony must be made direct to Cheshire East Registration Service. We do not include the cost of the marriage ceremony within our packages.
16. Details of the Event you are booking will be recorded on a booking form or letter produced by us which is incorporated into the contract between you and us and it is your responsibility to ensure the details recorded on the booking form are accurate and complete.
17. Once we accept your booking a contract is formed between us which incorporates these Standard Terms and Conditions. Upon the formation of the contract the date specified for the Event will be reserved but will not be guaranteed until we have received the Deposit we have requested from you in cleared funds.
18. You must pay the Deposit within ten days from the day after we send you confirmation of the contract between us. We reserve the right to cancel the contract without liability to us if you do not pay the Deposit and you shall be liable for those payments set out in clause 33. If the Event is scheduled to commence less than fourteen working days from the day after we send you confirmation of the contract between us then the Price is payable in full immediately.

19. You must pay us as follows:

- (i) For the Price, before the Event:
  - i. 25% 12 months before
  - ii. a further 25% 6 months before
  - iii. a further 25% 3 months before
  - iv. the balance 1 month before

The amount payable shall be aggregated for Events booked less than 12, 6 or 3 months before the date of Event.

Any Event booked less than 1 month before the date it is due to take place is payable in full at the time of booking.

- (ii) For all food and beverages consumed at the Event before the end of the Event or as provided to you or your Guests if we request you to make earlier payment.
- (iii) Any delay or failure on your part to pay any instalment payment when due shall entitle us to demand the total remaining balance of the Price in full. We may at our sole discretion grant credit facilities when dealing with you as a business customer subject to status and satisfactory credit checks.

20. Any delay or failure on your part to pay any instalment payment when due shall entitle us to demand the total remaining balance of the Price in full which you agree to pay immediately.

21. We may at our sole discretion grant credit facilities when dealing with you as a business customer subject to status and satisfactory credit checks subject to status. If we grant you credit facilities we will issue an invoice which you agree to pay without set-off, deduction or withholding within 30 days from the date of issue.

22. Your confirmed booking includes the guaranteed minimum number of people you must pay for within the Price and this number cannot be reduced. There shall not be an obligation on us to provide food or beverages to any persons attending an Event over and above the number of persons you confirm either at the time of booking or in accordance with this clause 21 although we may agree to for you to increase the number of Guests attending an event at our sole discretion at any time. We shall however charge you for the minimum number of guests or the quantity and amount of food and beverages provided or the quantity and amount of food and beverages ordered whichever is greater. We reserve the right to charge a supplement in respect of late changes to numbers or menu selections or late requests for dietary alternatives.

23. Your confirmed booking includes the use of the room(s) or areas we have specified commencing and ending at the times we have specified.
24. Any additional time you may require, including but not limited to setting up and dismantling, on the day of your Event will be charged at the prevailing hourly rate subject to a minimum of one hour, subject to availability.
25. You, or any contractor acting on your behalf must follow any instruction given by us during the setting up of your event and our decision on the set up, the positioning of any item on the Premises and the suitability of any item brought on to the Premises is final. Please be aware that our staff may also need to set up during the set up and you or your contractor must not hinder or obstruct them in any way. You or your contractor must not move any item or piece of furniture belonging to us during the set up and must act responsibly and safely at all times during the set up and must not work at height. Children under the age of 16 are not permitted on the Premises during the set up under any circumstances.
26. Any equipment or other items you require for your Event must be delivered during the times we have specified pursuant to clause 22 or clause 26 and must not at any other time unless we agree otherwise in writing.
27. In the event you require access to the Premises the day before or after your Event then this is provided only at our sole discretion and subject to availability. You will be charged at the prevailing rate for hiring the Premises in order to provide such access and a minimum hire of one day shall apply.
28. All your property must be removed from the Premises at the end of the Event and we accept no liability whatsoever for anything left behind. Any item left behind which is of no obvious inherent value or which is perishable will be disposed of immediately and any lost property will be kept by us for a period of 90 days and destroyed or disposed of at our sole discretion if not claimed.
29. If you do not remove your property from the Premises in accordance with clause 27 with at our sole discretion the intention of returning to collect it later we will charge you a minimum of £50 per day or part thereof to facilitate its later removal which will be on a date and at a time set by us.
30. In agreeing to purchase food and beverages from us you agree to make your Guests attending the Event aware of the contents of clauses 3, 4 and 5 of these Terms and Conditions.
31. If an Event is cancelled by us, other than pursuant to clauses 31 or 32 we will credit the sum paid by you as soon as reasonably practical. If the time, date, venue or subject of the Event is changed subsequent to your booking, you will be notified and given the option to cancel your booking. Our liability is excluded pursuant to clause 8 herein.
32. We may (at our option) terminate the contract without liability to us if at any stage it appears to us (acting reasonably) that you have not complied with these Conditions and you will not be entitled to

repayment of any monies paid or due to us and the cancellation charges set out in clause 33 will apply as if the Event had been cancelled by you.

33. We reserve the right to cancel, suspend or vary the operation of our contract with you if events occur which are outside of our reasonable control without liability and all sums paid to us will be forfeit.
34. If you cancel the Event after we accept your booking the following charges will apply (calculated from the first day of the month of the Event):
  - **More than 12 months before the stated start of the Event** – Loss of Deposit.
  - **Within 12 to 6 months before the stated start of the Event** – 25% of the total Price plus the Deposit.
  - **Within 6 months to 1 month before the stated start of the Event** – 50% of the total Price plus the Deposit.
  - **Within 1 month before the start of the Event** – 100% of the total Price plus the Deposit.

You expressly agree that these cancellation charges shall apply irrespective of when an Event is booked and that all sums payable whether by way of forfeit or otherwise are a genuine pre-estimate of our loss.

35. Any typographical, clerical or other similar accidental error or omission made by us in respect of your booking shall be subject to correction without any liability on our part.
36. We agree to provide the Event using our reasonable skill and care. Except as otherwise provided in these Conditions, and except where the booking is made on behalf of a person dealing as a consumer (within the meaning of the Unfair Contract Conditions Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the booking of an Event is made on behalf of a person dealing as a consumer, nothing in these Conditions shall affect his or her statutory rights.
37. You will be liable for any loss or damage to equipment or property caused by you or your Guests. We will try to mitigate any loss as far as possible and will pass on any charges at cost.
38. We reserve the right to prohibit or limit the use of decorations brought on to the Premises by you, your Guests or any third party supplier acting on your behalf including but not limited to flowers, balloons, streamers, candles or similar if at our sole discretion any such decorations are unsuitable for use at the Premises. You or your Guests must not attach any form of decoration, sign, poster or picture to any painted or decorated surface at the Premises.
39. Fireworks, sky lanterns (sometimes known as Chinese lanterns) and toy balloons can be dangerous to aviation and animals and these are not allowed at our Premises under any circumstances.

40. You may enter into a contract with disc jockeys, entertainers, musicians or other performers (“Act(s)”) to attend an Event organised by you at the Premises subject to the following conditions:

- (i) Acts will not be permitted to play or perform unless they contact us not less than 7 days before the event is scheduled to commence and agree to abide by our instructions for the performance of entertainment at the Premises, and
- (ii) entertainment shall only take within areas of the Premises designated by us, and
- (iii) the use of bass bins is not permitted under any circumstances, and
- (iv) speakers must not be situated directly onto the floor and must be mounted on professional quality tripod stands, and
- (v) speakers and amplification equipment must not be connected to any power sockets not designated by us for that purpose, and
- (vi) the levels of any amplified music or voice must be set and maintained at our sole discretion and we reserve the right to limit the level of any amplified music or voice by means of automated level controls or manual intervention and to interrupt the power supply to any speaker or amplifier or terminate any performance which at our sole discretion does not comply, and
- (vii) no entertainment may continue after the time specified on the Premises Licence issued by Cheshire East Council pursuant to the Licensing Act 2003 or any earlier time specified by us. You acknowledge and agree that the electrical supply to the stage at the Premises will be automatically switched off two minutes after the time entertainment must finish.
- (viii) live music will not take place after 10.30pm and no entertainment will take place outside the times specified in the Premises Licence, and
- (ix) all external doors and windows at the Premises must be kept closed after 10:00pm to conform with Premises Licence conditions pursuant to the Licensing Act 2003 and you agree to be responsible and liable for you and your guests and Acts in complying with this condition, and
- (x) we reserve the right to cease without liability any performance of a licensable activity at the Premises (as defined by the Licensing Act 2003) if at our absolute discretion that performance is likely to cause or is capable of causing a nuisance to our neighbours or others or is likely to cause a breach of the Licensing act 2003 or the Environmental Protection Act 1990.



You warrant that you have read and understood the terms of this clause 39 and that you have communicated it to your Guests and Acts and you further warrant to indemnify us against any loss whatsoever and howsoever arising out of a breach of this clause 39 by you, your Guests and Acts.

#### **Terms Which Apply to Customers Purchasing Tickets**

41. A contract incorporating the terms below is formed when we confirm your purchase by email. The invoice we will send you is/are the actual ticket(s) for the event.
42. Entry to an event at the Premises is upon presentation of a valid ticket only. We reserve the right to refuse admission to any ticket holder if, in our reasonable opinion, admission of the ticket holder might be a risk to the safety of other guests and/or our employees, and/or affect the enjoyment of other guests by way of being a nuisance, annoyance or otherwise.
43. We reserve the right to alter the advertised content of any event due to any unforeseen or unavoidable circumstances and, except where content alteration is material, no refunds, exchanges or alternative use of tickets shall be offered or made available in such circumstances. Save for material alteration of content/cancellation or as aforementioned tickets may not be exchanged nor money refunded after purchase. If tickets are returned to us prior to the date of performance we will attempt to resell such tickets on your behalf subject to the deduction of an administration fee. Such re-sale is not guaranteed and we shall not be liable for any refund or loss if tickets remain unsold.
44. If a ticket is resold or offered for resale by anyone other than us or one of our authorised Agents it will become void and the holder may be refused entry to the event. For the avoidance of doubt, this includes resale or attempted resale on the internet. Tickets may not be used for advertising, promotion (including contests and sweepstakes) or for any other trade purposes.

#### **Terms Which Apply to Customers Taking Food from the Premises**

45. The food at the Premises has been prepared for the purpose of immediate consumption at the Premises and NOT for takeaway. We do not operate a safe system of transportation for food and leftovers to be taken away for later consumption. If you or any person attending an event organised by you requests pre-served leftover food to take away from the Premises you agree that it is NOT our policy to allow food to be taken away to be eaten at a later time due to potential risks to health and therefore you and any person attending an Event organised by you do so entirely at your/their own risk. We and our employees, agents and suppliers do not accept liability for any loss, claim or damage, whether direct or indirect howsoever arising from any food taken away by the Customer or any other person attending an Event at the Premises.

46. In the event you or anyone attending an event organised by you does take food away from the Premises you understand that restaurant leftovers can be potentially unsafe if kept at a temperature in the "danger zone" between 4°C and 65°C. Leftovers may become unsafe if they stay in the danger zone for too long during transportation or storage or are contaminated with bacteria from, for example, unclean hands or implements used on other foods, drips from raw meat or contacting unclean surfaces and a number of other situations. Some of our food may have been previously frozen and therefore is not suitable for freezing. You expressly warrant that you will ensure that any person attending an event organised by you and taking away food from the Premises is made aware of these clauses 44 to 48 herein.
47. In consideration of any food taken away by you or anyone attending an event organised by you, you fully and irrevocably indemnify us against any claim or loss howsoever arising from any food taken away from the Premises.
48. We give no warranty and make no representations whether express or implied as to the fitness of any food taken away by the Customer for any purpose.

**Terms Which Apply to Customers for Outside Catering.**

49. Where we agree to provide Outside Catering in your premises or premises hired or leased by you we shall bring with us and charge you for all the food and beverages you have agreed to pay for and anything we may reasonably need to prepare and serve it together with the necessary staff at the Price agreed. We reserve the right to charge you and you shall pay as a debt due without deduction or set off any additional charges we are forced to incur because additional equipment is required due to nature of the premises in which you have asked to provide the Outside Catering.
50. We do not accept any liability howsoever arising in the event any facilities, equipment or services you have told us are available or which we have asked you to provide at the premises are not working or are not available at the time we require them. It is your responsibility to ensure there are working and adequate supplies of electricity, gas and water (unless we have advised you we do not require them).
51. We do not accept any liability arising as a result of any inability whatsoever preventing access to any Premises at which you have asked us to provide Outside Catering and it is your responsibility to ensure we have adequate and timely access to any such premises.
52. The food we provide as part of any Outside Catering is intended for immediate consumption by you and your Guests and we will take away and dispose of any leftovers. In the event you or any person attending an Outside Catering Event organised by you requests pre-served leftover food to be left behind by us for later consumption then the terms of clauses 44 to 47 above shall apply as if the food had been provided at our Premises.
53. You must ensure you have adequate public liability insurance for any Event at which you have asked us to provide Outside Catering as neither we nor our insurers accept any liability whatsoever in respect of

you and your Guests other than liability which is reasonably foreseeable in the supply of our goods and services and for which we or our insurers have either agreed to be liable save for any exclusion or limit of such liability.

**Data Protection & Privacy**

54. The data protection and privacy policy set out in the Schedule to these terms and conditions applies to all customers.

## SCHEDULE

We care about your privacy. For this reason, we collect and use personal data only as it might be needed for us to deliver our products and services (collectively, our “Services”).

Your personal data includes information such as:

- Name
- Address
- Telephone number
- Email address
- Other data collected that could directly or indirectly identify you.

Our Privacy Policy is intended to describe to you how and what data we collect, and how and why we use your personal data. It also describes options we provide for you to access, update or otherwise take control of your personal data that we process.

If at any time you have questions about our practices or any of your rights described below, you may reach our Data Protection Officer (“DPO”) by contacting us at [dataprotection@wilshaws.co.uk](mailto:dataprotection@wilshaws.co.uk). This inbox is actively monitored and managed so that we can deliver an experience that you can confidently trust.

### **What information do we collect?**

We will collect and store your personal and financial information which will be handled in accordance with the Data Protection Act 1998 as amended, extended, re-enacted or consolidated from time to time (including without limitation the implementation of the General Data Protection Regulation 2016/679/EC) (“data protection legislation”).

We will use your information to ensure proper performance of our agreement with you and to comply with our legal obligations when providing the services. We will use personal information to provide our services to you and (when necessary) verify your identity and this may require us to pass your personal information to electronic verification providers, product providers or other financial firms.

Should you decide not to proceed with our services, we will delete your personal information.

We may be required to pass on your personal information to authorities as required by law. However, we also collect additional information when delivering our Services to you to ensure necessary and optimal performance. These methods of collection may not be as obvious to you, so we wanted to highlight and explain below a bit more about what these might be (as they vary from time to time) and how they work:

**Cookies and similar technologies** on our websites allow us to track your browsing behaviour, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Services. This allows us to provide you with more relevant product offerings, a better experience on our sites

and mobile applications, and to collect, analyse and improve the performance of our Services. We may also collect your location (IP address) so that we can personalise our Services. For additional information, and to learn how to manage the technologies we utilise, please refer to our Cookie Policy on our various websites.

**Supplemented Data** may be received about you from other sources, including publicly available databases or third parties from whom we have purchased data, in which case we may combine this data with information we already have about you so that we can update, expand and analyse the accuracy of our records, identify new customers, and provide products and services that may be of interest to you. If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us.

### **How we utilise information**

We strongly believe in both minimising the data we collect and limiting its use and purpose to only that (1) for which we have been given permission, (2) as necessary to deliver the Services you purchase or interact with, or (3) as we might be required or permitted for legal compliance or other lawful purposes. These uses include:

**Delivering, improving, updating and enhancing the Services we provide to you.** We collect various information relating to your use of the products we provide to you and/or interactions with our Services. We utilise this information to:

- Provide the Services to you
- Improve and optimise the operation and performance of our Services (again, including our websites and mobile applications)
- Detect and prevent fraud and abuse of our Services and systems
- Collecting aggregate statistics about use of the Services
- Understand and analyse how you use our Services and what products and services are most relevant to you

Often, much of the data collected is aggregated or statistical data about how individuals use our Services, and is not linked to any personal data, but to the extent it is itself personal data, or is linked or linkable to personal data, we treat it accordingly.

**Sharing with trusted third parties.** We may share your personal data with affiliated companies within our corporate family, with third parties with which we have partnered to allow you to integrate their services into our own Services, and with trusted third party service providers as necessary for them to perform services on our behalf, such as:

- Obtaining credit limits and credit reference reports
- Underwriting insurance
- Collecting debt
- Conducting legal action

We only share your personal data as necessary for any third party to provide the services as requested or as needed on our behalf. These third parties (and any subcontractors) are subject to strict data processing terms and conditions and are prohibited from utilising, sharing or retaining your personal data for any purpose other than as they have been specifically contracted for (or without your consent).

**Communicating with you.** We may contact you directly or through a third party service provider regarding products or services you have signed up to or purchased from us, such as necessary to deliver transactional or service related communications.

We may also contact you with offers for additional services we think you'll find valuable if you give us consent, or where allowed based upon legitimate interests. You don't need to provide consent as a condition to purchase our goods or services. These contacts may include:

- Email
- Text (SMS) messages
- Telephone calls
- Automated phone calls or text messages

You may also update your preferences with respect to receiving communications from us and/or our partners by notifying us at any time.

If we collect information from you in connection with a co-branded offer, it will be clear at the point of collection who is collecting the information and whose privacy policy applies. In addition, it will describe any choice options you have in regards to the use and/or sharing of your personal data with a co-branded partner, as well as how to exercise those options.

**Compliance with legal, regulatory and law enforcement requests.** We cooperate with government, regulatory and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process, to protect our property and rights or the property and rights of a third party, to protect the safety of the public or any person, or to prevent or stop activity we consider to be illegal or unethical.

To the extent we are legally permitted to do so, we will take reasonable steps to notify you in the event that we are required to provide your personal information to third parties as part of legal process.

**Website analytics.** We use multiple web analytics tools provided by service partners such as Google Analytics to collect information about how you interact with our website or mobile applications, including what pages you visit, what site you visited prior to visiting our website, how much time you spend on each page, what operating system and web browser you use and network and IP information. We use the information provided by these tools to improve our Services. These tools place persistent cookies in your browser to identify you as a unique user the next time you visit our website. Each cookie cannot be used by anyone other than the service provider (eg:

Google for Google Analytics and FaceBook). The information collected from the cookie may be transmitted to and stored by these service partners on servers in a country other than the country in which you reside. Though information collected does not include personal data such as name, address, billing information, etc., the information collected is used and shared by these service providers in accordance with their individual privacy policies.

**Third-party websites.** Our website and our mobile applications contain links to third party websites. We are not responsible for the privacy practices or the content of third party sites. Please read the privacy policy of any website you visit.

### **How you can access, update or delete your data**

You have certain rights when it comes to how we handle your personal data. These include:

- a. withdraw consent to processing at any time;
- b. receive certain information about our processing activities;
- c. request access to the personal data we hold;
- d. prevent our use of personal data for direct marketing purposes;
- e. ask us to erase personal data if it is no longer necessary in relation to the purposes for which it was collected or processed or to rectify inaccurate data or to complete incomplete data;
- f. restrict processing in specific circumstances;
- g. challenge processing which has been justified on the basis of our legitimate interests or in the public interest;
- h. request a copy of an agreement under which personal data is transferred outside of the EEA;
- i. object to decisions based solely on Automated Processing, including profiling (ADM);
- j. j) prevent processing that is likely to cause damage or distress to you or anyone else;
- k. be notified of a personal data breach which is likely to result in high risk to your rights and freedoms;
- l. make a complaint to the supervisory authority; and
- m. in limited circumstances, receive or ask for your personal data to be transferred to a third party in a structured, commonly used and machine readable format.

We will verify the identity of any individual requesting data under any of the rights listed above and will not allow third parties to persuade us into disclosing personal data without proper authorisation.

We will respond to all requests, inquiries or concerns within 30 days.

### **How we secure, store and retain your data**

We follow generally accepted standards to store and protect the personal data we collect, both during transmission and once received and stored, including utilisation of encryption where appropriate.

We retain personal data only for as long as necessary to provide the Services you have requested and thereafter for a variety of legitimate legal or business purposes.

These might include retention periods:

- mandated by law, contract or similar obligations applicable to our business operations;
- for preserving, resolving, defending or enforcing our legal/contractual rights; or
- needed to maintain adequate and accurate business and financial records.

If you have any questions about the security or retention of your personal data, you can contact us at [dataprotection@wilshaws.co.uk](mailto:dataprotection@wilshaws.co.uk)

### **Changes in our Privacy Policy**

We reserve the right to modify this Privacy Policy at any time. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy and any other places we deem appropriate, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If we make material changes to this Privacy Policy, we will notify you, by email, or by means of a notice on our home page, at least thirty (30) days prior to the implementation of the changes.

### **Data Protection Authority**

The data controllers for Wilshaws registered on the Information Commissioner's Register of Data Controllers is:

**Wilshaws of Bexton Limited** registered under reference **ZA198215**.

You may direct questions or complaints in respect of how we handle your Personal Data to the Information Commissioner's Office [www.ico.org.uk](http://www.ico.org.uk) Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF Phone: 0303 123 1113

### **Contact us**

If you have any questions, concerns or complaints about our Privacy Policy, our practices or our Services, you may contact us by email at [dataprotection@wilshaws.co.uk](mailto:dataprotection@wilshaws.co.uk).

In the alternative, you may contact us by either of the following means:

- **By Mail:** Data Protection, Wilshaws of Bexton Limited, Suite 21 Edwin Foden Business Centre, Moss Lane, Sandbach, CW11 3AE
- **By Phone:** +44 (0)1270 447866

We will respond to all requests, enquiries or concerns within 30 days.

© Wilshaws of Bexton Limited 2017.

**Controlled document.**