



Website Policies

This document contains the **Privacy Policy (pages 1-4)**, **Copyright Policy (page 4-5)** and **Website Disclaimer (pages 5 -7)** for the website to be found at <http://www.highgrovegardencentre.co.uk>

Privacy Policy

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

(1) What information do we collect?

We may collect, store and use the following kinds of personal information:

- (a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation);
- (b) information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services, any financial transaction will be conducted with our chosen electronic funds transfer service provider(s) and any such transaction will be covered by their specific Privacy & Website Policies;
- (c) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters (including your name, address, contact number & email address); and
- (e) any other information that you choose to send to us.

(2) Cookies

A cookie consists of a piece of text sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We use "session" cookies on the website. We will use the session cookies to: keep track of you whilst you navigate the website; and compile website visitor statistics.

Session cookies will be deleted from your computer when you close your browser.

We use proprietary Analytical software to analyse the use of this website., which generates



statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. This information will be stored on a Highgrove Garden Centre computer once accessed or as raw data on the website service suppliers servers.

Should we decide to carry advertisements on our website and should we choose to offer you an online payment facility or should you choose to click on a link to a suppliers website, then each may also use cookies, control and use of which will be covered by the privacy policies of those organisations.

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies. For example, in Internet Explorer you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

(3) Using your personal information

Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use your personal information to:

- (a) administer the website;
- (b) enable your use of the services available on the website;
- (c) send you general (non-marketing) commercial communications;
- (d) send you email notifications which you have specifically requested;
- (e) send to you our newsletter and other marketing communications relating to our business which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications)
- (f) deal with enquiries and complaints made by or about you relating to the website.

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

(4) Disclosures

We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.

In addition, we may disclose your personal information:



- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
- (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this privacy policy, we will not provide your information to third parties.

(5) International data transfers

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

You expressly agree to such transfers of personal information.

(6) Security of your personal information

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on our secure (password and firewall protected) servers/computers.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

(7) Policy amendments

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

We may also notify you of changes to our privacy policy by email.

(8) Your rights

You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to:



- (a) the payment of a fee (currently fixed at £10.00); and
- (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes[, by sending an email to us]. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal information for marketing purposes.

(9) Third party websites

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

(10) Updating information

Please let us know if the personal information which we hold about you needs to be corrected or updated.

(11) Contact

If you have any questions about this privacy policy or our treatment of your personal information, please write to us by email to louis.jenkins@homeleighgroup.co.uk or by post to Mr Louis Jenkins, Homeleigh Timber Supplies Ltd, Station Road, Staplehurst, Kent TN12 0PY.

(12) Data controller

The data controller responsible in respect of the information collected on this website is Mr Louis Jenkins, Homeleigh Timber Supplies Ltd, Station Road, Staplehurst, Kent TN12 0PY.

Copyright Notice

(1) Ownership of copyright

The copyright in this website and the material on this website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website) is owned by us and our licensors.

(2) Copyright Licence

We grant to you a worldwide non-exclusive royalty-free revocable licence to:

- (a) view this website and the material on this website on a computer or mobile device via a web browser;
- (b) copy and store this website and the material on this website in your web browser cache



- memory; and
- (c) print pages from this website for your own personal and non-commercial use.

We do not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this website or the material on this website (in any form or media) without our prior written permission.

(3) Data mining

The automated and/or systematic collection of data from this website is prohibited.

(4) Permissions

You may request permission to use the copyright materials on this website by writing to louis.jenkins@homeleighgroup.co.uk or by post to Mr Louis Jenkins, Homeleigh Timber Supplies Ltd, Station Road, Staplehurst, Kent TN12 0PY.

(5) Enforcement of copyright

We take the protection of our copyright very seriously.

If we discover that you have used our copyright materials in contravention of the licence above, we may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of our copyright materials that contravenes or may contravene the licence above, please report this by email to louis.jenkins@homeleighgroup.co.uk or by post to Mr Louis Jenkins, Homeleigh Timber Supplies Ltd, Station Road, Staplehurst, Kent TN12 0PY.

(6) Infringing material

If you become aware of any material on our website that you believe infringes your or any other person's copyright, please report this by email to louis.jenkins@homeleighgroup.co.uk or by post to Mr Louis Jenkins, Homeleigh Timber Supplies Ltd, Station Road, Staplehurst, Kent TN12 0PY.

Website Disclaimer

(1) Introduction

This disclaimer governs your use of our website; by using our website, you accept this disclaimer in full. If you disagree with any part of this disclaimer, you must not use our website.



(2) Intellectual property rights

Unless otherwise stated, we or our licensor's own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

(3) Licence to use website

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

Where content is specifically made available for redistribution, it may only be redistributed within your business or family.

(4) Limitation and exclusion of warranties and liability

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-



of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(5) Variation

We may revise this disclaimer from time-to-time. The revised disclaimer will apply to the use of our website from the date of the publication of the revised disclaimer on our website. Please check this page regularly to ensure you are familiar with the current version.

(6) Entire agreement

This disclaimer, together with our privacy & copyright policies, constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

(7) Law and jurisdiction

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

(8) Registrations and Authorisations

Our VAT number is GB834883004.

(9) Our details

The full name of our company is Highgrove Garden Centre Ltd.

We are registered in England & Wales under registration number 3842641.

Our registered & trading address is Staplehurst Rd., Marden, Tonbridge, Kent, TN12 9BT.

You can contact us by email to louis.jenkins@homeleighgroup.co.uk.