KEMPS OF BRIDGWATER.

Privacy Policy:

This Privacy Policy sets out how we, Kemps of Bridgwater collect, store and use information about you when you use or interact with our website, [www.kempsofbridgwater.co.uk](http://www.kempsofbridgwater.co.uk/) and where we otherwise obtain or collect information about you. This Privacy Policy is effective from 25 May 2018.

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**Summary**

This section summarizes how we obtain, store and use information about you. It is intended to provide a very general overview only. **It is not complete in and of itself and it must be read in conjunction with the corresponding full sections of this Privacy Policy.**

* **Data controller**: Michelle Heal

* **How we collect or obtain information about you**:
* when you provide it to us (e.g. by contacting us, placing an order on our website or signing up to our newsletter)
* from your use of our website, using cookies and similar technologies, and
* Occasionally, from third parties.

* **Information we collect**: name, contact details, IP address, information from cookies, information about your computer or device (e.g. device and browser type), information about how you use our website (e.g. which pages you have viewed, the time when you view them and what you clicked on, the geographical location from which you accessed our website (based on your IP address)

* **How we use your information**: for administrative and business purposes (particularly to contact you), to improve our business and website, to fulfil our contractual obligations, to advertise our goods and services, to analyze your use of our website.

**Disclosure of your information to third parties**: only to the extent necessary to run our business, to our service providers, to fulfil any contracts we enter into with you, and where required by law or to enforce our legal rights.

* **Do we sell your information to third parties (other than in the course of a business sale or purchase or similar event)**: No

* **How long we retain your information**: for no longer than necessary, taking into account any legal obligations we have (e.g. to maintain records for tax purposes), and any other legal basis we have for using your information (e.g. your consent, performance of a contract with you or our legitimate interests as a business). For specific retention periods in relation to certain information which we collect from you, please see the main section below entitled: How long we retain your information

* **How we secure your information**: using appropriate technical and organizational measures such as storing your information on secure servers, encrypting transfers of data to or from our servers using Secure Sockets Layer (SSL) technology, and only granting access to your information where necessary.

* **Use of cookies**: we use cookies on our website including essential, functional and analytical cookies. For more information, please visit our cookies policy

* **Transfers of your information outside the European Economic Area**: we will only transfer your information outside the European Economic Area if we are required to do so by law

**Use of automated decision making and profiling**: we do not use automated decision making or profiling

* **Your rights in relation to your information**
* to access your information and to receive information about its use
* to have your information corrected and/or completed
* to have your information deleted
* to restrict the use of your information
* to receive your information in a portable format
* to object to the use of your information
* to withdraw your consent to the use of your information
* not to have significant decisions made about you based solely on automated processing of your information, including profiling
* to complain to a supervisory authority

* **Sensitive personal information**: we do not knowingly or intentionally collect what is commonly referred to as ‘sensitive personal information’. Please do not submit sensitive personal information about you to us. For more information, please see the main section below entitled Sensitive Personal Information.

**Our details**

The data controller in respect of our website is Michelle Heal of Kemps of Bridgwater, 24 Fore Street, Bridgwater Somerset, TA6 3NG You can contact the data controller by writing to the above address or sending an email to kempsofbridgwater@btconnect.com

If you have any questions about this Privacy Policy, please contact the data controller.

**Information we collect when you visit our website**

We collect and use information from website visitors in accordance with this section and the section entitled Disclosure and additional uses of your information.

**Web server log information**

We use a third party server to host our website called Rackspace, the privacy policy of which is available here: [*www.rackspace.com/en-gb/information/legal/privacystatement*](http://kempsofbridgwater.co.uk/AppData/Local/Temp/Temp2_GDPR_Documents.zip/www.rackspace.com/en-gb/information/legal/privacystatement). Our website server automatically logs the IP address you use to access our website as well as other information about your visit such as the pages accessed, information requested, the date and time of the request, the source of your access to our website (e.g. the website or URL (link) which referred you to our website), and your browser version and operating

Our servers are located in the UK and Republic of Ireland

Use of website server log information for IT security purposes

We do not access log data from our website server our third party hosting provider collect(s) and store(s) server logs to ensure network and IT security and so that the server and website remain uncompromised. This includes analyzing log files to help identify and prevent unauthorized access to our network, the distribution of malicious code, denial of services attacks and other cyber-attacks, by detecting unusual or suspicious activity.

Unless we are investigating suspicious or potential criminal activity, We do not make, nor do we allow our hosting provider to make, any attempt to identify you from the information collected via server logs.

**Legal basis for processing**: compliance with a legal obligation to which we are subject (Article 6(1)(c) of the General Data Protection Regulation).
**Legal obligation**: recording access to our website using server log files is an appropriate technical measure to ensure a level of security appropriate to protect information collect by our website under Article 32(1) of the General Data Protection Regulation.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest**: improving our website for our website users and getting to know our website users’ preferences so our website can better meet their needs and desires.

**Cookies and similar technologies**

Cookies are data files which are sent from a website to a browser to record information about users for various purposes.

We use cookies on our website, including essential, functional and analytical cookies

You can reject some or all of the cookies we use on or via our website by changing your browser settings but doing so can impair your ability to use our website or some or all of its features. For further information about cookies, including how to change your browser settings, please visit [www.allaboutcookies.org](http://www.allaboutcookies.org/) or see our cookies policy.

**Information we collect when you contact us**

We collect and use information from individuals who contact us in accordance with this section and the section entitled Disclosure and additional uses of your information.

**Email**

When you send an email to the email address displayed on our website we collect your email address and any other information you provide in that email (such as your name, telephone number and the information contained in any signature block in your email).

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest(s)**: responding to enquiries and messages we receive and keeping records of correspondence.

**Legal basis for processing**: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Transfer and storage of your information

We use a third party email provider to store emails you send us located in UK. Their privacy policy is available here: [*www.rackspace.com/en-gb/information/legal/privacystatement*](http://kempsofbridgwater.co.uk/AppData/Local/Temp/Temp2_GDPR_Documents.zip/www.rackspace.com/en-gb/information/legal/privacystatement)

Emails you send us will be stored within the European Economic Area on our third party email provider’s servers in UK For further information please see the section of this privacy policy entitled Transfers of your information outside the European Economic Area.]

**Contact form**

When you contact us using our contact form, we collect name, contact details, We also collect any other information you provide to us when you complete the contact form.

If you do not provide the mandatory information required by our contact form, you will not be able to submit the contact form and we will not receive your enquiry.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest(s)**: responding to enquiries and messages we receive and keeping records of correspondence.

**Legal basis for processing**: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Transfer and storage of your information

Messages you send us via our contact form will be stored within the European Economic Area on our third party hosting servers in UK and Ireland Our third party hosting provider is Rackspace Their privacy policy is available here: [www.rackspace.com/en-gb/information/legal/privacystatement](http://kempsofbridgwater.co.uk/AppData/Local/Temp/Temp2_GDPR_Documents.zip/www.rackspace.com/en-gb/information/legal/privacystatement)

**Phone**

When you contact us by phone, we collect your phone number and any information provide to us during your conversation with us.

We do not record phone calls.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation)
**Legitimate interest(s)**: responding to enquiries and messages we receive and keeping records of correspondence.

**Legal basis for processing**: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Transfer and storage of your information

**Post**

If you contact us by post, we will collect any information you provide to us in any postal communications you send us.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation)
**Legitimate interest(s)**: responding to enquiries and messages we receive and keeping records of correspondence.

**Legal basis for processing**: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

**Information we collect when you interact with our website**

We collect and use information from individuals who interact with particular features of our website in accordance with this section and the section entitled Disclosure and additional uses of your information.

**E-Newsletter**

When you sign up for our e-newsletter on our website or opt to receive news and offers from us by  entering your name and email address and clicking subscribe or ticking a box at checkout indicating that you would like to receive our e-newsletter, we  collect your name and email address

**Legal basis for processing**: your consent (Article 6(1)(a) of the General Data Protection Regulation).
**Consent**: you give your consent to us sending you our e-newsletter by signing up to receive it using the steps described above.

Transfer and storage of your information

We may use a third party service to send out our e-newsletter and administer our mailing list, MailChimp. Their privacy policy is available here: <https://mailchimp.com/legal/privacy/>

Information you submit to subscribe for our e-newsletter will be stored outside the European Economic Area on our third party mailing list provider’s servers in USA. For further information about the safeguards used when your information is transferred outside the European Economic Area, see the section of this privacy policy below entitled Transfers of your information outside the European Economic Area.

Use of web beacons in emails

We use technologies such as web beacons (small graphic files) in the emails we send to allow us to assess the level of engagement our emails receive by measuring information such as the delivery rates, open rates and click through rates which our emails achieve. We will only use web beacons  in our emails if you have consented to us doing so.

For more information on how we use web beacons in our e-newsletter emails, see our cookies policy.

[For more information about our third party mailing list provider and they use web beacons, please see their privacy policy which is available here <https://mailchimp.com/legal/privacy/>

**Registering on our website**

When you register and create an account on our website, we collect the following information: *name, email address, IP address* and any other information you provide to us when you complete the registration form

If you do not provide the mandatory information required by the registration form, you will not be able to register or create an account on our website.

[**Legal basis for processing**: necessary to perform a contract [or to take steps at your request prior to entering into a contract] (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: creating an account on our website is necessary to allow you to access the goods and services you have purchased from us]

[**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest**: registering and administering accounts on our website to [*insert purpose* *e.g. to provide access to content*] [and facilitate the running and operation of our business

Transfer and storage of your information

Information you submit to us via the registration form on our website will be stored within the European Economic Area on our Rackspace servers in UK and Republic of Ireland. Our third party hosting provider is Rackspace Their privacy policy is available here: <https://www.rackspace.com/en-gb/information/legal/privacystatement>

[For further information about the safeguards used when your information is transferred outside the European Economic Area, see the section of this privacy policy below entitled Transfers of your information outside the European Economic Area.]

**Information we collect when you place an order on our website**

We collect and use information from individuals who place an order on our website in accordance with this section and the section entitled Disclosure and additional uses of your information.

**Information collected when you place an order**

Mandatory information

When you place an order for goods or services on our website, we collect [your name,] [email address,] [billing address,] [shipping address,] [company name (if applicable),] [VAT number (if applicable), If you do not provide this information, you will not be able to purchase goods or services from us on our website or enter into a contract with us.

**Legal basis for processing**: necessary to perform a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: we need the mandatory information collected by our checkout form to establish who the contract is with and to contact you to fulfil our obligations under the contract, including sending you receipts and order confirmations.

**Legal basis for processing**: compliance with a legal obligation (Article 6(1)(c) of the General Data Protection Regulation).
**Legal obligation**: we have a legal obligation to issue you with an invoice for the goods and services you purchase from us where you are VAT registered and we require the mandatory information collected by our checkout form for this purpose. We also have a legal obligation to keep accounting records, including records of transactions

Optional information

We may also collect optional information from you, such as [your phone number,] [information about how you heard about us]. [We may also ask you if you would like to receive marketing communications from us. For further information, see ‘Marketing communications’ in this section below.

**Legal basis for processing**: your consent (Article 6(1)(a) of the General Data Protection Regulation).
**Legitimate interests**: you consent to us processing any optional information you provide by submitting that information to us.

**Legal basis for processing**: necessary to perform a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: to fulfil your contractual obligation to pay for the goods or services you have ordered from us.

**Information collected or obtained from third parties**

This section sets out how we obtain or collect information about you from third parties.

**Information received from third parties**

Generally, we do not receive information about you from third parties.

It is possible that third parties with whom we have had no prior contact may provide us with information about you.

Information we obtain from third parties will generally be your name and contact details, but will include any additional information about you which they provide to us.

**Legal basis for processing**: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: where a third party has passed on information about you to us (such as your name and email address) in order for us to provide services to you, we will process your information in order to take steps at your request to enter into a contract with you and perform a contract with you (as the case may be).

**Legal basis for processing**: consent (Article 6(1)(a) of the General Data Protection Regulation).
**Consent**: where you have asked that a third party to share information about you with us and the purpose of sharing that information is not related to the performance of a contract or services by us to you, we will process your information on the basis of your consent, which you give by asking the third party in question to pass on your information to us.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interests**: where a third party has shared information about you with us and you have not consented to the sharing of that information, we will have a legitimate interest in processing that information in certain circumstances.

For example, we would have a legitimate interest in processing your information to perform our obligations under a sub-contract with the third party, where the third party has the main contract with you. Our legitimate interest is the performance of our obligations under our sub-contract.

Similarly, third parties may pass on information about you to us if you have infringed or potentially infringed any of our legal rights. In this case, we will have a legitimate interest in processing that information to investigate and pursue any such potential infringement.

**Where we receive information about you in error**

If we receive information about you from a third party in error and/or we do not have a legal basis for processing that information, we will delete your information.

**Our use of automated decision-making and profiling**

We use do not use automated decision making and profiling on our website.

**Disclosure and additional uses of your information**

This section sets out the circumstances in which will disclose information about you to third parties and any additional purposes for which we use your information.

**Disclosure of your information to service providers**

We use a number of third parties to provide us with services which are necessary to run our business or to assist us with running our business and who process your information for us on our behalf. These include the following:

* Telephone provider(s)
* Email provider(s)
* IT service provider(s)
* Web developer(s)
* Hosting provider(s)

Our third party service providers are located in UK and Republic of Ireland

Your information will be shared with these service providers where necessary to provide you with the service you have requested, whether that is accessing our website or ordering goods and services from us.

We do not display the identities of [all of] our service providers publicly by name for security and competitive reasons. If you would like further information about the identities of our service providers, however, please contact us directly kempsofbridgwater@btconnect.com and we will provide you with such information where you have a legitimate reason for requesting it (where we have shared your information with such service providers, for example).

**Legal basis for processing**: legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest relied on**: where we share your information with these third parties in a context other than where is necessary to perform a contract (or take steps at your request to do so), we will share your information with such third parties in order to allow us to run and manage our business efficiently.

**Legal basis for processing**: necessary to perform a contract and/or to take steps at your request prior to entering into a contract (Article 6(1)(b) of the General Data Protection Regulation).
**Reason why necessary to perform a contract**: we may need to share information with our service providers to enable us to perform our obligations under that contract or to take the steps you have requested before we enter into a contract with you.

**Disclosure of your information to other third parties**

We disclose your information to other third parties in specific circumstances, as set out below.

Providing information to third parties such as *Google Inc*, Google collects information through our use of Google Analytics on our website. Google uses this information, including IP addresses and information from cookies, for a number of purposes, such as improving its Google Analytics service. Information is shared with Google on an aggregated and anonymized basis. To find out more about what information Google collects, how it uses this information and how to control the information sent to Google, please see the following page: <https://www.google.com/policies/privacy/partners/>

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest(s)**: meeting our contractual obligations to Google under our Google Analytics Terms of Service (<https://www.google.com/analytics/terms/us.html>)

You can opt out of Google Analytics by installing the browser plugin here: <https://tools.google.com/dlpage/gaoptout>

Transfer and storage of your information

Information collected by Google Analytics is stored outside the European Economic Area on Google’s servers in the United States of America.

For further information about the safeguards used when your information is transferred outside the European Economic Area, see the section of this privacy policy below entitled Transfers of your information outside the European Economic Area.]

Sharing your information with third parties, which are either related to or associated with the running of our business, where it is necessary for us to do so. These third parties include our accountants, advisors, independent contractors, insurers. Further information on each of these third parties is set out below. Further information on each of these third parties is set out below.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest**: running and managing our business efficiently.

Accountants

We share information with our accountants for tax purposes. For example, we share invoices we issue and receive with our accountants for the purpose of completing tax returns and our end of year accounts.

Our accountants are located in England.

Advisors

Occasionally, we obtain advice from advisors, such as accountants, financial advisors, lawyers and public relations professionals. We will share your information with these third parties only where it is necessary to enable these third parties to be able to provide us with the relevant advice.

Our advisors are located in England.

Business partners

Business partners are businesses we work with which provide goods and services which are complementary to our own or which allow us to provide goods or services which we could not provide on our own. We share information with our business partners where you have requested services which they provide whether independently from, or in connection with or own services.

Our business partners are located in England.

Independent contractors

We use independent contractors in our business. Your information will be shared with independent contractors only where it is necessary for them to perform the function we have hired them perform in relation to our business.

Our independent contractors are located in England.

Insurers

We will share your information with our insurers where it is necessary to do so, for example in relation to a claim or potential claim we receive or make or under our general disclosure obligations under our insurance contract with them.

Our insurance brokers are located in England.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).  **Legitimate interest**: running and managing our business effectively.

**AND**

**Legal basis for processing**: necessary to perform a contract [or to take steps at your request prior to entering into a contract] (Article 6(1)(b) of the General Data Protection Regulation). **Reason why necessary to perform a contract**: we need to share your information with other companies in order to be able to meet our contractual obligations to you [or to take steps at your request prior to entering a contract.], for example because of the services or information you have requested.

We do not display the identities of all of the other third parties we may share information with by name for security and competitive reasons. If you would like further information about the identities of such third parties, however, please contact us directly via our contact form or by email to kempsofbridgwater@btconnect.com  and we will provide you with such information where you have a legitimate reason for requesting it (where we have shared your information with such third parties, for example).

Sharing your information with a prospective or actual purchaser or seller in the context of a business or asset sale or acquisition by us, a merger or similar business combination event, whether actual or potential.

**Legal basis for processing**: legitimate interests (Article 6(1)(f) of the General Data Protection Regulation). **Legitimate interest(s)**: sharing your information with a prospective purchaser, seller or similar person in order to allow such a transaction to take place.

**Disclosure and use of your information for legal reasons**

Indicating possible criminal acts or threats to public security to a competent authority

If we suspect that criminal or potential criminal conduct has been occurred, we will in certain circumstances need to contact an appropriate authority, such as the police. This could be the case, for instance, if we suspect that we fraud or a cybercrime has been committed or if we receive threats or malicious communications towards us or third parties.

We will generally only need to process your information for this purpose if you were involved or affected by such an incident in some way.

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interests**: preventing crime or suspected criminal activity (such as fraud).

In connection with the enforcement or potential enforcement our legal rights

We will use your information in connection with the enforcement or potential enforcement of our legal rights, including, for example, sharing information with debt collection agencies if you do not pay amounts owed to us when you are contractually obliged to do so. Our legal rights may be contractual (where we have entered into a contract with you) or non-contractual (such as legal rights that we have under copyright law or tort law).

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest:** enforcing our legal rights and taking steps to enforce our legal rights.

In connection with a legal or potential legal dispute or proceedings

We may need to use your information if we are involved in a dispute with you or a third party for example, either to resolve the dispute or as part of any mediation, arbitration or court resolution or similar process.

**Legal basis for processing:**our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest(s):** resolving disputes and potential disputes.

For ongoing compliance with laws, regulations and other legal requirements

We will use and process your information in order to comply with legal obligations to which we are subject. For example, we may need to disclose your information pursuant to a court order or subpoena if we receive one or to the National Crime Agency in connection with suspected or potential money laundering matters

**Legal basis for processing**: compliance with a legal obligation (Article 6(1)(c) of the General Data Protection Regulation). **Legal obligation(s)**: legal obligations to disclose information which are part of the laws of England and Wales or if they have been integrated into the United Kingdom’s legal framework (for example in the form of an international agreement which the United Kingdom has signed).

**Legal basis for processing**: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest**: where the legal obligations are part of the laws of another country and have not been integrated into the United Kingdom’s legal framework, we have a legitimate interest in complying with these obligations.

**How long we retain your information**

This section sets out how long we retain your information. We have set out specific retention periods where possible. Where that has not been possible, we have set out the criteria we use to determine the retention period.

**Retention periods**

Server log information: we retain information on our server logs for 3 months

Order information: when you place an order for goods and services, we retain that information for six years following the end of the financial year in which you place your order, in accordance with our legal obligation to keep records for tax purposes.

Correspondence and enquiries: when you make an enquiry or correspond with us for any reason, whether by email or via our contact form or by phone, we will retain your information for as long as it takes to respond to and resolve your enquiry, and until such time that you request in writing that we delete your information

**Criteria for determining retention periods**

In any other circumstances, we will retain your information for no longer than necessary, taking into account the following:

* [the purpose(s) and use of your information both now and in the future (such as whether it is necessary to continue to store that information in order to continue to perform our obligations under a contract with you or to contact you in the future);
* whether we have any legal obligation to continue to process your information (such as any record-keeping obligations imposed by relevant law or regulation);
* whether we have any legal basis to continue to process your information (such as your consent);
* how valuable your information is (both now and in the future);
* any relevant agreed industry practices on how long information should be retained;
* the levels of risk, cost and liability involved with us continuing to hold the information;
* how hard it is to ensure that the information can be kept up to date and accurate; and
* any relevant surrounding circumstances (such as the nature and status of our relationship with you).]

**How we secure your information**

We take appropriate technical and organizational measures to secure your information and to protect it against unauthorized or unlawful use and accidental loss or destruction, including:

* only sharing and providing access to your information to the minimum extent necessary, subject to confidentiality restrictions where appropriate, and on an anonymized basis wherever possible;
* using secure servers to store your information;
* verifying the identity of any individual who requests access to information prior to granting them access to information;
* using Secure Sockets Layer (SSL) software to encrypt any payment transactions you make on or via our website

**Transmission of information to us by email**

Transmission of information over the internet is not entirely secure, and if you submit any information to us over the internet (whether by email, via our website or any other means), you do so entirely at your own risk.

We cannot be responsible for any costs, expenses, loss of profits, harm to reputation, damages, liabilities or any other form of loss or damage suffered by you as a result of your decision to transmit information to us by such means.

**Transfers of your information outside the European Economic Area**

All of your information is stored in the following European Economic Area (EEA) countries UK and Republic of Ireland

Other than to comply with any legal obligations to which we are subject (compliance with a court order, for example), we do not intend to transfer your information outside the EEA or to an international organization. In the unlikely event that we are required to transfer your information outside the EEA (or to an international organization) for such a purpose, we will ensure appropriate safeguards and protections are in place.

**[Google Analytics**

[Information collected by Google Analytics (your IP address and actions you take in relation to our website) is transferred outside the EEA and stored on Google’s servers. You can access Google’s privacy policy here: <https://www.google.com/policies/privacy/>

[Country of storage: United States of America. This country is not subject to an adequacy decision by the European Commission.]

Safeguard(s) used: Google has self-certified its compliance with the EU-U.S. Privacy Shield which is available here: <https://www.privacyshield.gov/welcome>. The EU-U.S. Privacy Shield is an approved certification mechanism under Article 42 of the General Data Protection Regulation, which is permitted under Article 46(2)(f) of the General Data Protection Regulation. You can access the European Commission decision on the adequacy of the EU-U.S. Privacy Shield here: <http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm>

**Your rights in relation to your information**

Subject to certain limitations on certain rights, you have the following rights in relation to your information, which you can exercise by writing to kemps of Bridgwater, 24 Fore Street, Bridgwater, Somerset, TA6 3NG or kempsofbridgwater@btconnect.com

* **to request access to your information** and information related to our use and processing of your information;
* **to request the correction or deletion** of your information;
* **to request that we restrict our use** of your information;
* **to receive information which you have provided to us in a structured, commonly used and machine-readable format** (e.g. a CSV file) and the right to have that information transferred to another data controller (including a third party data controller);
* **to object to the processing of your information for certain purposes** (for further information, see the section below entitled Your right to object to the processing of your information for certain purposes); and
* **to withdraw your consent to our use of your information**at any time where we rely on your consent to use or process that information. Please note that if you withdraw your consent, this will not affect the lawfulness of our use and processing of your information on the basis of your consent before the point in time when you withdraw your consent.
* **the right not to be subject to a decision based solely on automated processing, including profiling which produces legal affects concerning you or similarly significantly affects you**

In accordance with Article 77 of the General Data Protection Regulation, you also have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or of an alleged infringement of the General Data Protection Regulation.

For the purposes of the UK, the supervisory authority is the Information Commissioner’s Office (ICO), the contact details of which are available here: <https://ico.org.uk/global/contact-us/>

Further information on your rights in relation to your personal data as an individual

The above rights are provided in summary form only and certain limitations apply to many of these rights. For further information about your rights in relation to your information, including any limitations which apply, please visit the following pages on the ICO’s website:

* <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>; and
* <https://ico.org.uk/for-the-public/is-my-information-being-handled-correctly/>

You can also find out further information about your rights, as well as information on any limitations which apply to those rights, by reading the underlying legislation contained in Articles 12 to 22 and 34 of the General Data Protection Regulation, which is available here: <http://ec.europa.eu/justice/data-protection/reform/files/regulation_oj_en.pdf>

Verifying your identity where you request access to your information

Where you request access to your information, we are required by law to use all reasonable measures to verify your identity before doing so.

These measures are designed to protect your information and to reduce the risk of identity fraud, identity theft or general unauthorized access to your information.

*How we verify your identity*

Where we possess appropriate information about you on file, we will attempt to verify your identity using that information.

If it is not possible to identity you from such information, or if we have insufficient information about you, we may require original or certified copies of certain documentation in order to be able to verify your identity before we are able to provide you with access to your information.

We will be able to confirm the precise information we require to verify your identity in your specific circumstances if and when you make such a request.

**Your right to object to the processing of your information for certain purposes**

You have the following rights in relation to your information, which you may exercise in the same way as you may exercise by writing to or sending an email to either kemps of Bridgwater, 24 Fore Street, Bridgwater, Somerset, TA6 3NG or kempsofbridgwater@btconnect.com

* to object to us using or processing your information where we use or process it in order to **carry out a task in the public interest** **or for our legitimate interests**, including ‘profiling’ (i.e. analyzing or predicting your behavior based on your information) based on any of these purposes; and
* to object to us using or processing your information for **direct marketing purposes** (including any profiling we engage in that is related to such direct marketing).

You may also exercise your right to object to us using or processing your information for direct marketing purposes by:

* **clicking the unsubscribe link** contained at the bottom of any marketing email we send to you and following the instructions which appear in your browser following your clicking on that link;
* **sending an email** to kempsofbridgwater@btconnect.com, asking that we stop sending you marketing communications or by including the words “OPT OUT”.

For more information on how to object to our use of information collected from cookies and similar technologies, please see the section entitled How to accept or reject cookies in our cookies policy, which is available on our website.

**Sensitive Personal Information**

‘Sensitive personal information’ is information about an individual that reveals their racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic information, biometric information for the purpose of uniquely identifying an individual, information concerning health or information concerning a natural person’s sex life or sexual orientation.

We do not knowingly or intentionally collect sensitive personal information from individuals, and you must not submit sensitive personal information to us.

If, however, you inadvertently or intentionally transmit sensitive personal information to us, you will be considered to have explicitly consented to us processing that sensitive personal information under Article 9(2)(a) of the General Data Protection Regulation. We will use and process your sensitive personal information for the purposes of deleting it.

**Changes to our Privacy Policy**

We update and amend our Privacy Policy from time to time.

Minor changes to our Privacy Policy

Where we make minor changes to our Privacy Policy, we will update our Privacy Policy with a new effective date stated at the beginning of it. Our processing of your information will be governed by the practices set out in that new version of the Privacy Policy from its effective date onwards.

Major changes to our Privacy Policy or the purposes for which we process your information

Where we make major changes to our Privacy Policy or intend to use your information for a new purpose or a different purpose than the purposes for which we originally collected it, we will notify you by email (where possible) or by posting a notice on our website.

We will provide you with the information about the change in question and the purpose and any other relevant information before we use your information for that new purpose.

Wherever required, we will obtain your prior consent before using your information for a purpose that is different from the purposes for which we originally collected it.

**Children’s Privacy**

Because we care about the safety and privacy of children online, we comply with the Children’s Online Privacy Protection Act of 1998 (COPPA). COPPA and its accompanying regulations protect the privacy of children using the internet. We do not knowingly contact or collect information from persons under the age of 18. The website is not intended to solicit information of any kind from persons under the age of 18.

It is possible that we could receive information pertaining to persons under the age of 18 by the fraud or deception of a third party. If we are notified of this, as soon as we verify the information, we will, where required by law to do so, immediately obtain the appropriate parental consent to use that information or, if we are unable to obtain such parental consent, we will delete the information from our servers. If you would like to notify us of our receipt of information about persons under the age of 18, please do so by sending an email kempsofbridgwater@btconnect.com

**California Do Not Track Disclosures**

“Do Not Track” is a privacy preference that users can set in their web browsers. When a user turns on a Do Not Track signal in their browser, the browser sends a message to websites requesting that they do not track the user. For information about Do Not Track, please visit [www.allaboutdnt.org](http://www.allaboutdnt.org/)

At this time, we do not respond to Do Not Track browser settings or signals. In addition, we use other technology that is standard to the internet, such as pixel tags, web beacons, and other similar technologies, to track visitors to the website. Those tools may be used by us and by third parties to collect information about you and your internet activity, even if you have turned on the Do Not Track signal. For information on how to opt out from tracking technologies used on our website, see our cookies policy which is available on our website

**Cookies Policy**

This Cookies Policy sets out the basis on which we, Kemps of Bridgwater use cookies and similar technologies on or in relation to our website, wwwkempsofbridgwater@btconnect.com This Cookies Policy is effective from 25 May 2018.

‘Essential’ cookies are automatically placed on your computer or device when you access our website or take certain actions on our website. ‘Non-essential’ cookies and other technologies are only placed on your computer or device if you have consented to us doing so. For information on the difference between essential and non-essential cookies, see the section below entitled About cookies.

For information on how you consent and how you can withdraw your consent to us placing non-essential cookies and other technologies on your computer or device, see the section below entitled How to accept or reject cookies.

**Contents**

* **About cookies**
* **List of cookies used**
* **Essential cookies**
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* **Web beacons**
* **How to accept or reject cookies**
* **Copyright, credit and logo**

**About cookies**

**What are cookies?**

Cookies are small data files sent by a website’s server to a web browser, processor memory or hard drive and stored there. They can be used for a range of different purposes, such as customising a website for a particular user, helping a user navigate a website, improving that user’s website experience, and storing that user’s preferences and login information.

**Essential and non-essential cookies**

Cookies can be classified as either ‘essential’ or ‘non-essential’.

Essential cookies: these are cookies that are either:

* used solely to carry out or facilitate the transmission of communications over a network; or
* strictly necessary to provide an online service (e.g. our website or a service on our website) which you have requested.

Non-essential cookies: these are any cookies that do not fall within the definition of essential cookies, such as cookies used to analyze your behavior on a website (‘analytical’ cookies) or cookies used to display advertisements to you (‘advertising’ cookies).

**Session and persistent cookies**

Cookies can be classified as either ‘session’ or ‘persistent’, depending on how long they last after they are placed on your browser.

Session cookies: session cookies last for as long as you keep your browser open. They expire when you close your browser.

Persistent cookies: persistent cookies expire at a fixed point in time or if you manually delete them from your browser, whichever occurs first.

**First and third party cookies**

Cookies can be classified as ‘first party’ or ‘third party’.

First party cookies: these are cookies placed on your device by our website domain.

Third party cookies: these are cookies placed on your device by third party website domains.

If you require further information about cookies in general, please visit [www.allaboutcookies.org](http://www.allaboutcookies.org/)

**Types of cookies used**

We use the following cookies on or in relation to our website: www.kempsofbridgwater.co.uk

**Essential cookies**

These are cookies which are strictly necessary for our website to be able to operate or to provide you with a service on our website which you have requested. We may use the following essential cookies on our website:

* [first party session cookies to remember your input when you fill in an online form over several pages on our website.

* [first party session cookies for remembering the items you have placed in your shopping cart.

* [first party session cookies to identify and authenticate you when you log into our website so you do not need to repeatedly enter your login information.

* first party session security cookies used for detecting repeated failed login attempts.

* first party [session **OR**persistent] security cookies used to prevent abuse of the login system on our website.

* first party **OR** third party session multimedia player cookies to play

content on our website.

* first party [session **OR**persistent] cookies to recognize whether you have accepted the use of cookies on our website.

* first party **OR** third party session **OR** persistent cookies to remember the language in which to display our website to you.

[**Legal basis for processing:**we process information about you contained in or obtained from essential cookies in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation). **Legitimate interests:** ensuring our site functions properly and providing you with online services you have requested.

How to opt out of essential cookies

Most browsers allow you to block all cookies, including essential cookies. Please note, however, that if you block all cookies, parts of our website and its functionality may not work or display properly.

You can delete existing cookies from your browser by clearing your browsing data and ensuring that the option to delete cookies is selected.

For more detailed information on how to accept and reject cookies, including guidance for specific browsers, please see the section below entitled How to accept or reject cookies

**Non-essential cookies**

We use the following types of non-essential cookies on our website:

* **Functional cookies**
* **Analytical (or performance) cookies**
* **Targeting (or advertising) cookies**

**Functional cookies**

These are cookies that are designed for purposes such as enhancing a website’s functionality. These are either not strictly essential for the website or functionality which you have requested to work, or are cookies which serve non-essential purposes in addition to their essential purpose. We use the following functional cookies on our website:

* None

How to opt in or out from functional cookies

See the section below entitled How to accept or reject cookies

Processing information about you contained in or obtained from functional cookies

[**Legal basis for processing**: we process information about you contained in or obtained from functional cookies in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation). We will only process such personal information if you have consented to us placing cookies on your computer or device.
**Legitimate interests**: improving your website experience and providing [or enhancing] the website functionality you have requested

[For further information on how we use the information gathered from our use of functional cookies, please see the section entitled Our use of automated decision making and profiling in our privacy policy.

**Analytical (or performance) cookies**

Analytical (or performance) cookies track and gather data about what a user does on a website. These cookies are not essential for our website or its functionality to work. We use the following analytical cookies on our website:

We may use Google Analytics cookies on our website. Google Analytics cookies help us understand how you engage and interact with our website, including how you came to our website, which pages you visited, for how long and what you clicked on, your location (based on your IP address).

The information we collect using analytical cookies is collected on an anonymised basis.

More information

Google Analytics cookies are classified as first party cookies as they are set by our website domain, although Google collects and processes information from our use of Google Analytics. To find out more about how Google handles information collected from Google Analytics, see Google Analytics’ privacy policy, which is available here: <https://support.google.com/analytics/answer/6004245>

For information on how Google uses data from cookies it uses, please visit [www.google.com/policies/privacy/partners/](https://www.google.com/policies/privacy/partners/)

How to opt in or out from analytical cookies

See the section below entitled How to accept or reject cookies

To opt out of Google Analytics tracking across all websites in general, you can do so here: <http://tools.google.com/dlpage/gaoptout>

Processing information about you contained in or obtained from analytical cookies

[**Legal basis for processing**: we process information about you contained in or obtained from analytical cookies in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interests**: analysing how individuals use our website to help us improve our website and business. For further information on how we use the information gathered from our use of analytical cookies, including profiling, please see the section entitled Our use of automated decision making and profiling in our privacy policy.

**Targeting (or advertising) cookies**

* Targeting (or advertising) cookies record information about your visit to and use of our website, for advertising purposes. We use the targeting cookies for the following purposes on our website
* We do not use targeting or advertising cookies on our website

**Third party cookies**

Third parties use cookies to analyze your use of our website Third party cookies used in relation to our website include:

Google Analytics

More information

For information about the cookies Google uses in relation to the above, see the ‘Advertising’ section on the Types of cookies used by Google page in Google’s cookies policy, which is available here: <https://www.google.com/policies/technologies/types/>

For information about how Google uses data from cookies for its own purposes, please visit the following link [www.google.com/policies/privacy/partners/](https://www.google.com/policies/privacy/partners/)

How to opt in or out from third party cookies

See the section below entitled How to accept or reject cookies

Processing information about you contained in or obtained from third party cookies

**Legal basis for processing**: we process information about you contained in or obtained from third party cookies in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interests**: the purposes for which we use the third party cookies as described above

**Other technologies**

**Web beacons**

[We may also embed web beacons in our marketing emails [and/or] on our website]. Web beacons are small GIF image files which enable us to track your receipt of our marketing emails, how often you view our adverts or website pages, your location, IP address and browser information. Web beacons are activated whenever you open a marketing email or access a page on our website which contains a web beacon. Web beacons transmit data when you view them but are not capable of accessing any other information on your computer. Web beacons are not stored on your hard drive unless you download a GIF image containing them.

Some (but not all) browsers enable you to restrict the use of web beacons by either preventing them from sending information back to their source (for example, when you choose browser settings that block cookies and trackers), or by not accessing the images containing them (for example, if you select a ‘do not display images (in emails)’ setting in your email server).]

How to opt in or out

See the section below entitled How to accept or reject cookies

**Legal basis for processing:**we process the information we gather from the use of web beacons in our legitimate interests (Article 6(1) (f) of the General Data Protection Regulation).

**Legitimate interest:** analysing the effectiveness of our email marketing campaigns For further information on how we use the information gathered from our use of web beacons please see the section entitled Our use of automated decision making and profiling in our privacy policy.

**Facebook Pixel**

We may use Facebook Pixel on our website. Facebook Pixel is a tracking code which allows us to track and monitor the success of advertisements we use on Facebook and to improve the effectiveness of those advertisements by recording information such as the device you used to access our website and the actions you took on our website using cookies

Facebook aggregates data gathered from our use of Facebook Pixel on our website with data it gathers from other sources, in order to improve and target advertisements displayed on its website or via its services, to improve its systems and to provide measurement services to third parties which use Facebook’s advertising services. You can find out more about how Facebook handles information they collect about you and other individuals by accessing their privacy policy, which is available here: <https://www.facebook.com/about/privacy>]

How to opt in or out

See the section below entitled How to accept or reject cookies

**Legal basis for processing:**we process the information we gather from the use of web beacons in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).
**Legitimate interest:** analyzing the effectiveness of our advertisements on Facebook. For further information on how we use the information gathered from our use of Facebook please see the section entitled Our use of automated decision making and profiling in our privacy policy, which is available on our website

**How to accept or reject cookies**

There are a number of different ways in which you can accept or reject some or all cookies and similar technologies. Some of the main methods of doing so are described below:

You are welcome to block the use of some or all of the cookies we use on our website. However, please be aware that doing so may impair our website and its functionality or may even render some or all of it unusable.

You should also be aware that clearing all cookies from your browser will also delete any cookies that are storing your preferences, for example, whether you have accepted cookies on a website or any cookies that are blocking other cookies.

You can find more detailed information about cookies and adjusting your browser settings by visiting [www.allaboutcookies.org](http://www.allaboutcookies.org/)

**Accepting or rejecting cookies**

Browser settings

You can accept or reject some or all cookies (for example, blocking all third party cookies) by adjusting your browser settings. If you do not know how to do this, the links below set out information about how to change your browser settings for some of the most commonly used web browsers:

* Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en-GB>
* Mozilla Firefox: <https://support.mozilla.org/en-US/kb/delete-browsing-search-download-history-firefox?redirectlocale=en-US&redirectslug=Clear+Recent+History>
* Microsoft Internet Explorer: <https://support.microsoft.com/en-us/help/278835/how-to-delete-cookie-files-in-internet-explorer>
* Apple Safari: <https://support.apple.com/kb/PH5042?locale=en_US>

Some browsers, such as Chrome and Firefox, allow you to change your settings to browse in ‘incognito’ mode, limiting the amount of data placed on your machine and automatically deleting any persistent cookies placed on your device when you finish your browsing session. There are also many third party applications which you can add to your browser to block or manage cookies.

*Existing cookies*

To clear cookies that have previously been placed on your browser, you should select the option to clear your browsing history and ensure that the option to delete or clear cookies is included when you do so.

Google Ad settings

You can manage and opt out of personalization of advertisements by Google by visiting Google’s ad settings page here <https://adssettings.google.com/> and by:

* unticking the button entitled ‘Also use Google Account activity and information to personalize ads on these websites and apps and store that data in your Google Account’; and
* switching the ‘Ads Personalization’ setting off (i.e. by ensuring the switch at the top of the page is set to the left/grey and not the right/blue).

Alternatively, you can install a free browser plugin here: <https://support.google.com/ads/answer/7395996>

Google Analytics Opt-out Browser Add-on

You can opt out of Google Analytics tracking by installing the browser add-on which is available here: <http://tools.google.com/dlpage/gaoptout>

**Facebook Pixel**

Disconnect for Facebook

You can install a browser add-on tool called ‘Disconnect Facebook pixel and FB tracking’. This will stop Facebook tracking you on third party websites. You can install the too here:

* For Chrome: <https://chrome.google.com/webstore/detail/disconnect-facebook-pixel/nnkndeagapifodhlebifbgbonbfmlnfm?hl=en>
* For Firefox: <https://addons.mozilla.org/en-GB/firefox/addon/facebook-disconnect/>

European Interactive Digital Advertising Alliance Tool

You can opt out of Facebook and other companies that participate in the Digital Advertising Alliance in Europe from showing you interest based ads by visiting [http://www.youronlinechoices.com](http://www.youronlinechoices.com/), selecting your country, clicking ‘Your Ad Choices’, then locating Facebook (and any other companies you want to block) and selecting the ‘Off’ option.

**Copyright, credit and logo**

This Cookies Policy is based on a template provided by GDPR Privacy Policy. For further information, please visit [https://gdprprivacypolicy.org](https://gdprprivacypolicy.org/)

The copyright in this Cookies Policy is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. All intellectual property rights in this document are reserved. Where we display the GDPR Privacy Policy logo on our website, this is used to indicate that we have adopted a privacy policy template provided by GDPR Privacy Policy as the basis for this Privacy Policy.

**Terms of Use**

These Terms of Use, and any documents referred to herein, set out the terms and conditions on which you are permitted to use our website, www.kempsofbridgwater.co.uk. By using our website, you agree to be bound by, and to comply with, these Terms of Use.

These Terms of Use are effective from 25 May 2018.

Please read these Terms of Use carefully. We recommend that you print off a copy of these Terms of Use for your records, as well as any future versions of them, as we may update them from time to time. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 14 (EXCLUSIONS AND LIMITATIONS OF LIABILITY), 15 (INDEMNIFICATION), 16 (DISCLAIMERS) AND 17 (AGE RESTRICTIONS ON USE OF OUR WEBSITE).

If for any reason whatsoever you do not agree to these Terms of Use or do not wish to be bound by them, you must not access or use our website.

**Contents**

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* **Our details**
* Kemps of Bridgwater & Wix operates the website.

Our Address is Kemps of Bridgwater, 24 Fore Street, Bridgwater, Somerset, TA6 3NG. Our VAT number is 157150813 Kemps of Bridgwater is the trading name of Michelle Heal

* Our contact telephone number is 01278 457242 and our contact email address is kempsofbridgwater@btconnect.com

* **Your responsibility for others who access our website using your device or internet connection**

You must ensure that any persons who access our website on your computer(s) or device(s), or who are permitted or able to access our website on your computer(s) or device(s), or who use your internet connection, are aware of these Terms of Use and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our website, and you must not permit them to do so.

* **Other documents governing your use of our website**
* In addition to these Terms of Use, your use of our website is also governed by the following documents:
* Our privacy policy, which is available at [kempsofbridgwater@btconnect.com](http://www.kempsofbridgwater@btconnect.com/) Our privacy policy governs our use of your information. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.
* Our cookies policy, which is available at on our website. Our cookies policy governs our use of cookies and similar technologies on our website. It sets out the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device or browser, and other relevant information relating to cookies, such as how to change your browser preferences and settings to accept or reject cookies.
* Our terms of sale, which are available at [kempsofbridgwater@btconnect.com](http://www.kempsofbridgwater@btconnect.com/) Our terms of sale govern any purchases or orders you make for goods or services on our website. They set out the status of any orders placed, the contract terms relating to delivery and performance of those orders, any exclusions that apply to you and other relevant terms relating to our supply of goods, services or digital content.
* Our user content agreement, which is available at [kempsofbridgwater@btconnect.com](http://www.kempsofbridgwater@btconnect.com/) Our user content agreement sets out the terms upon which you are permitted to upload content to our website and make use of its interactive functions. It also sets out the restrictions applicable to the type of content you may upload and describes our rights and remedies in respect of such content.
* By accessing and using our website, you agree to be bound by the terms and conditions contained in these Terms of Use, you acknowledge that we will process your information in accordance with our privacy policy, and our use of cookies and similar technologies in accordance with our cookies policy.
* If you do not agree to the terms set out in these Terms of Use, you must not use our website.

* **Availability of our website**
* We make no representations and provide no warranties that:
* the website will be made available at any specific time or from any specific geographical location;
* your access to the website will be continuous or uninterrupted; or
* the website will be accessible or optimized on all browsers, computers, tablets, phones or viewing platforms.
* We reserve the right to suspend access to all or part of the website for any reason, including for business or operational reasons, such as improving the appearance or functionality of the website, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the website for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.
* Our website is provided for users in the United Kingdom only. Although it may be possible to access the website from other countries, we make no representation that our website is compliant with any legal requirements in force in any jurisdiction other than the United Kingdom, or that the content available on the website will be appropriate for users in other countries or states.

* **Changes we may make to these Terms of Use and other documentation**
* We reserve the right to update these Terms of Use, our privacy policy, our cookies policy and any other documentation referred to in any of these documents from time to time. We may change our Terms of Use and other documentation for any reason, including:
* to reflect any changes in the way we carry out our business;
* to account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website;
* to accurately describe our current data-processing activities so that you are kept up to date with our latest practices;
* to inform you of any changes in the way that we use cookies or similar information-gathering technologies; or
* to ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and official guidance.
* If required by law, we will provide you with notice of any changes in these Terms of Use or the other documentation referred to in them by posting a notice on the website and/or by posting an updated version of these Terms of Use or other such documentation on our website with a new effective date stated at the beginning of them.
* By continuing to access our website after we have updated our Terms of Use, terms of sale, and/or user content agreement, you agree to be bound by those updated versions. You also acknowledge that by continuing to access our website after we have updated our privacy policy and/or our cookies policy, that the practices set out in those updated policies will apply to our handling of your information and our use of cookies and similar technologies.
* You must check these Terms of Use and all other documentation referred to in them each time you access our website in order to ensure that you are aware of the terms that apply to you at that time.
* The date that these Terms of Use and/or any other documents (including our privacy policy and cookies policy) were last amended is set out at the top of that document and is referred to as that document’s “effective date”.

* **Your account details**
* If we provide you with account information such as a user name, identification number, account code and/or password, you must keep such information confidential and secret and not disclose it to anyone. All account information is provided for use of the named account holder only, and not for any other person. You are responsible for any consequences of unauthorized access to your account due to any disclosure of your account information to any third party.
* Where we provide you with the option to select your own login information, including a password, we recommend that you supply login information unique to your own use of this website, and do not use information from other accounts you may hold with other websites or any easily discoverable information about you. You are responsible for any consequences of unauthorized access to your account due to any disclosure of your login information to any third party.
* You must never use another user’s account without permission. When creating your account, you must provide accurate and complete information. You agree that you will not solicit, collect or use the login credentials of other individuals. We prohibit the creation of, and you agree that you will not create, an account for anyone other than yourself. You also represent that all information you provide to us upon registration and at all other times will be true, accurate, current, and complete. You agree to update your information as necessary to maintain its truth and accuracy.
* We reserve the right to withdraw access to your account without notice for any actual or suspected breach of these Terms of Use or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorized access to your account, or any unauthorised disclosure of your login information.
* If you know or suspect that the confidentiality of your login information has been compromised, for example, by the disclosure of such information to any third party, you must immediately change your password. If you are unable to change your password, you must immediately notify us by email, at kempsofbridgwater@btconnect.com

* **Ownership of material on our website**
* All trademarks, service marks, trade names, logos, copyright and other intellectual property rights in our website and its content are either owned by us or licensed to us. All such rights are protected by intellectual property laws around the world, and all rights are reserved. Any use of the website and its contents, other than as specifically authorized herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us.
* The trademarks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our website (collectively, “Third Party Mark(s)”) may be trademarks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms of Use, or in terms provided by the owner of a Third Party Mark, nothing in these Terms of Use or on or via the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our or any Third Party Marks that are used or displayed on the website, without the respective owner’s prior written permission, in each instance. All goodwill generated from the use of our trademarks will benefit us exclusively.

* **Information and content on our website** **provided on non-reliance basis**
* Our website is made available to you in order to provide you with general information about us, our business, and any products or services that we offer from time to time. We do not make our website available for any other purposes, except as expressly provided in these Terms of Use.
* The content on our website is not intended to be construed as advice. You must not rely on any of the content of our website for any purposes whatsoever, and you must seek your own independent professional advice before deciding to take any course of action on the basis, whether in whole or in part, of any of the content available on our website at any time.
* We make no representations and provide no warranties whatsoever, whether express or implied, that any of the content or materials available on our website from time to time are accurate, up to date or complete.

* **Permitted use of materials on our website**
* The content on our website is provided for your personal, private and non-commercial use only. You may print or share the content from our website for lawful personal, private and non-commercial purposes, and you may also make others within your organisation aware of the content on our website. You may not otherwise extract, reproduce or distribute the content of our website without our prior written consent.
* Whenever you print, download, share or pass on content from our website to others, you must not make any additions or deletions or otherwise modify any text from our website, you must not alter or change any images, media or graphics from our website in any way, you may not remove any accompanying text from such images, media or graphics, and you must ensure that all content passed on to any third party is an accurate representation of the content as it appears on our website.
* You are prohibited from using any robots, spiders, data mining or scraping technology or any similar third party tools for the extraction or reproduction of any data or content from our website without our prior written consent.
* Whenever you pass on any content or materials from our website to anyone, you must acknowledge us as the authors of such content or materials (or any other authors wherever credited by us) at the time when you pass on such content or materials.

* **Prohibited uses of our website**
* You must not reproduce duplicate, copy or resell any part of our website or any content from our website, save and except to the extent expressly permitted in these Terms of Use.
* You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our website or any part of it, our systems, any of our hardware or equipment or any networks on which our website is hosted, any software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.
* You must use our website for lawful purposes only and in accordance with these Terms of Use. You must not use our website:
* for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
* for any fraudulent purposes whatsoever;
* to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorised by us;
* to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;
* to communicate with, harm or attempt to harm children in any way; or
* in any way or for any purpose that breaches these Terms of Use or the terms of any of the documents these Terms of Use refer to.
* You must not submit any information about you to us if you are under the age of 18, or about any other person who is either:
* under the age of 18; or
* if they are aged 18 or above, where you have not received their prior written consent to submit information about them to us.
* You must not submit to us any information which is considered ‘sensitive personal information’. ‘Sensitive personal information’ is information about you or any other person which reveals your or their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or which is genetic data, biometric data, information which concerns your or their health, sex life or sexual orientation.
* If you accidentally or intentionally submit such information to us, you will be considered to have consented to our processing of that information on the basis of Article 9(2)(a) of the General Data Protection Regulation (Regulation (EU) 2016/769).

* **Viruses and other harmful content**
* We do not guarantee that our website does not contain viruses or other malicious software. However, we do make reasonable efforts to prevent such viruses or bugs from being uploaded to our website.
* We shall not be responsible for any bugs or viruses on our website, or any software that might be transferred to your computer from our website, or any consequences which the presence or operation of such programs may have.
* You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or other browsing device.
* You must not upload or otherwise introduce to our website any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.
* You must not use any third parties, software or technology to attempt to gain unauthorized access to our website, our servers, systems, hardware, software or data.
* You must not attempt to perform any denial of service type attack on our website.
* You must not perform any action which would contravene the Computer Misuse Act 1990.
* We may report any breach or suspected breach of this clause 11 (*Viruses and other harmful content*) to the relevant authorities and may disclose your identity.

* **Links to other websites**
* Links to third party content or websites may appear on our website from time to time. We are not responsible for the content of any websites accessible via any link(s) on our website. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate.
* Any third party website accessible via a link on our website may collect and process your information. We are not responsible for any data-processing activities carried out by any third party website which is linked to from our website, and we disclaim any and all liability in respect of the same. You should check the privacy policy of any such third party to establish how they may use your information before you decide to use their website and its features.

* **Links to our website**
* You may not link to our website without our prior written consent.
* Where you have obtained our consent to link to our website:
* you may provide links to our website on other websites owned by you, provided that such websites and the use of any links to our website comply with these Terms of Use;
* wherever you post a link to our website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and
* you must not link to our website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and in any event, without having first obtained our prior written consent.
* We may withdraw permission to link to our website at any time. In the event that we withdraw permission to link to our website and inform you of the same, you must immediately remove or cause to be removed any links to our website.

* **EXCLUSIONS AND LIMITATIONS OF LIABILITY**
* We do not exclude our liability to you where it would be unlawful to do so, for example, for death or personal injury caused by our negligence. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.
* If you purchase goods or services from our website, different exclusions of liability may apply. These are contained in our terms of sale.
* SUBJECT TO THE AFORESAID, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:
* YOUR USE OF OUR WEBSITE;
* ANY CORRUPTION OR LOSS OF DATA;
* ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER);
* ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
* ANY LOSS OF SAVINGS, PROFITS, SALES, BUSINESS OR REVENUE;
* ANY LOSS OF REPUTATION OR GOODWILL;
* ANY LOSS OF SAVINGS;
* ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
* ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES,

AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING.

* WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.
* You specifically agree that we shall not be liable for any content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
* YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.
* To the extent that any of the provisions of this clause 14 (*EXCLUSIONS AND LIMITATIONS OF LIABILITY*) are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability, limiting our liability to you to the maximum extent permitted by law.

* **INDEMNIFICATION**
* You (and also any third party for or on behalf of whom you operate an account or activity on the website) agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys’ fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the website or those conducted on your behalf):
* your uploads, access to or use of the website;
* your breach or alleged breach of these Terms of Use;
* your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
* your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
* any misrepresentation made by you.
* You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

* **DISCLAIMERS**
* THE WEBSITE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:
* THE SERVICE;
* THE WEBSITE CONTENT;
* USER CONTENT; OR
* SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE WEBSITE.

IN ADDITION, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

* WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.
* BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.
* WE DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

* **AGE RESTRICTIONS ON USE OF OUR WEBSITE**

* Our website and any products or services available on or via the website are not intended for use by individuals under the age of 18.

* IF YOU ARE UNDER THE AGE OF 18, YOU MUST NOT USE OUR WEBSITE, PURCHASE OR ATTEMPT TO PURCHASE ANY OF OUR PRODUCTS OR SERVICES, OR SUBMIT ANY INFORMATION ABOUT YOU OR ANYONE ELSE TO US.

* We do not knowingly or intentionally process information about any individual under the age of 18.

* **Governing law and jurisdiction**
* These Terms of Use, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with English law.
* The courts of England and Wales shall have exclusive jurisdiction over any claims or disputes arising from or in relation to these Terms of Use and any documents they refer to.

**User Content Agreement**

This User Content Agreement sets out the terms that apply to you when you use any interactive functions on our website, [www.kempsofbridgwater.co.uk](http://www.kempsofbridgwater.co.uk/) When you click agree to this User Content Agreement, you agree to be bound by its terms in addition to our website terms of use, you acknowledge that your information will be processed in accordance with our privacy policy, and that we use cookies and similar technologies in accordance with our cookies policy.

This User Content Agreement is effective from 25 May 2018.

Please read this User Content Agreement carefully. We recommend that you print off a copy of this User Content Agreement for your records, as well as any future versions of it, as we may update it from time to time.

If for any reason whatsoever you do not agree to this User Content Agreement or do not wish to be bound by any or all of its terms, you must not click agree to this User Content Agreement, and you must not access or use any interactive functions of our website, link to our website, contact other users of our website or upload any content to our website.

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* **Basis of agreement**
* This User Content Agreement, in addition to our Terms of Use, sets out the terms and conditions that apply to you when you access any interactive features of our website, upload content onto our website, interact with other users of our website or upload links on our website.
* When you click agree to this User Content Agreement, you agree to be bound by the terms set out herein.

* **Variation of this User Content Agreement**
* We may vary the terms of this User Content Agreement from time to time:
* to reflect any changes in the way we carry out our business;
* to account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website; or
* to ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and guidance.
* By continuing to access our website after we have updated this User Content Agreement, you agree to be bound by that updated version.
* You must check this User Content Agreement each time you access our website in order to ensure that you are aware of the terms and conditions that apply to you at that time.
* If required by law, we will provide you with notice of any changes we make to this User Content Agreement by posting a notice on our website. Where we make any changes to this User Content Agreement, we will post the updated version on our website with a new effective date stated at the beginning of it.
* The date that this User Content Agreement was last amended is set out at the top of the document and may be described as the document’s “effective date”.

* **Content uploaded to our website**
* Whenever you make use of any feature or interactive function on our website that enables you to upload content to our website, any content you upload must:
* state any facts accurately;
* state opinions only when, and to the extent that, they are genuinely held, and you must also state the person to whom those opinions belong;
* comply with all applicable laws and regulations both in England and Wales, any country from which you upload the content and any other applicable laws from time to time; and
* not constitute Prohibited Content (described in clause 6 (*Prohibited Content*) below).
* You may upload your own confidential information to our website, but any confidential information you upload will be made public and non-confidential by you uploading it. We do not guarantee that any content uploaded by you will be treated as confidential, and we disclaim any responsibility for maintaining the confidentiality of any such uploaded content. You must not upload confidential information belonging to any other person. Any and all content that you upload to our website will be treated as non-confidential.
* We are not responsible for securing or backing up any data or content uploaded by you, and we are not responsible for any loss or corruption of such data or content. If you do not wish to lose any content uploaded by you, you should back up and secure such content independently.
* You shall be solely responsible for content you upload to our website and for the consequences of uploading or publishing it. In connection with your uploads and anything contained, displayed, featured, incorporated, or appearing therein or related thereto, you hereby represent and warrant that you either:
* are the owner of all copyright and other intellectual property rights in the content uploaded by you; or
* are licensed or otherwise legally authorised by the owner of the copyright or other intellectual property rights in the content you upload to use that content and to distribute that content on or via third party websites (including on or via our website) in the public domain on a non-confidential basis, and to grant the licence described in clause 4.2 (*Rights you grant in relation to content uploaded to our website*) for and on behalf of the owner of the copyright.
* You further represent and warrant that your use and/or uploading of any content to our website does not infringe and will not infringe on the copyright, trade mark, trade secret, rights or privacy or publicity, or other intellectual property or personal rights of any person or entity.
* If you own the copyright in any photograph, video or other material that appears on our website and you consider that its appearance on our website violates your copyright, please notify us by email at kempsofbridgwater@btconnect.com If you are uncertain whether the use of the content you are reporting infringes your legal rights, you may wish to seek legal guidance. Please bear in mind that submitting intentionally misleading reports of infringement may be punishable under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (“DMCA”) in the United States, with similar laws existing in other countries.

* **Rights you grant in relation to content uploaded to our website**
* You shall at all times remain the owner of all copyright in the content uploaded by you, unless the copyright in such content is owned by a person other than yourself, in which case that person shall retain the ownership of the content.
* By uploading content to our website, you grant us a worldwide, transferable, non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, adapt, modify, reproduce, process, publish, transmit, display and distribute such content to anyone, by any means whatsoever, for any lawful purpose, and to relicense, whether or not in exchange for payment, third parties to do the same. This means that any content you upload to the internet via our website is public, and may be distributed anywhere by anyone, including persons other than ourselves and those to whom we have relicensed it.
* You grant each user of the website a non-exclusive licence to access the content you upload through the website, and to use, copy, reproduce, distribute and display such content as permitted through the functionality of the website and under this User Content Agreement.
* You waive any claims you may have based on any usage of the content you upload or the works derived therefrom including (but not limited to) claims for infringement, invasion, misappropriation, or violation of intellectual property or personal rights.

* **Prohibited uses of our website**

You must use our website for lawful purposes only and in accordance with this User Content Agreement. You must not use our website:

* to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing the same;
* to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate or market to anyone any goods, services or business not authorised by us;
* for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
* for any fraudulent purposes whatsoever;
* to communicate with, harm or attempt to harm children in any way; or
* in any way or for any purpose that breaches this User Content Agreement or the terms of any other documents referred to in it.

* **Prohibited Content**

You must not upload any content to our website, or upload to our website any links to third party websites containing content which falls into any one or more of the following categories (**Prohibited** **Content**):

* contains confidential information belonging to any other person, save and except where you have the legally binding authorisation of such person to upload the content to our website;
* contains any advertising or promotions relating to any other business or that provides a link to any other business, without our prior written consent;
* is deceptive, dishonest, deceitful, inaccurate or untrue;
* misrepresents your identity, status or any affiliation you may have with any third party;
* impersonates any other person or organisation;
* represents or suggests that the content is provided by us or reflects our views, opinions, positions, activities or affairs;
* contains any swear word or profanity, is offensive, obscene, hateful or aggressive, threatening, abusive, harassing or malicious towards any person or is likely to cause anxiety, distress, discontent or annoyance, or which promotes violence, hatred, aggression or unrest;
* is in any way discriminatory towards any person or class of persons on account of nationality, race, gender, age, religion, disability, sexual orientation or any other characteristic or ground(s) capable of constituting unlawful discrimination under the Equality Act 2010;
* infringes any intellectual property rights of any other person, including, without limitation, any copyrights, database rights or trade marks;
* breaches any statutory duty owed to any other person;
* breaches the terms of any contract owed to any other person;
* contravenes the terms of any court order;
* is defamatory, disparaging, rude or insulting towards any person or organisation or which is capable of harming the reputation of any person or organisation;
* contains, alludes to or describes any sexually explicit material, or which redirects users to such content;
* incites, encourages, advocates or promotes any illegal activity, or assists anyone in the commission, planning or conduct of any illegal activity; or
* contains a statement that is likely to be understood by some or all of the members of the public to whom it is published as a direct or indirect encouragement or other inducement to them to the commission, preparation or instigation of acts of hatred, violence or terrorism.

* **Actions we may take in relation to uploaded content**
* We reserve the right to take any action whatsoever that we deem appropriate in respect of any suspected or actual breach of this User Content Agreement. Such action may include:
* issuing you with a warning in respect of your non-compliance with the terms of this User Content Agreement;
* suspension or termination, without notice, of your right to use our website;
* modification or removal of any content uploaded by you;
* disclosure of your identity to any third party where that third party (or their representative) makes a complaint to us relating to content uploaded by you, and it appears to us that the content uploaded by you constitutes a violation of their or any other person’s intellectual property rights, privacy rights or any other rights;
* disclosure of your identity, any content uploaded by you and any other relevant information to the police or any other law enforcement authority in the event that we deem this to be reasonable, necessary or otherwise required or permitted by law;
* commencing legal proceedings against you for all expenses that we incur because of any breach by you of this User Content Agreement; or
* any other or additional action that we deem appropriate in the circumstances.
* YOU HEREBY HOLD HARMLESS AND INDEMNIFY US FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REPUTATION OR GOODWILL, AND ANY OTHER SECONDARY OR CONSEQUENTIAL LOSSES), PENALTIES, COSTS (INCLUDING PROFESSIONAL AND LEGAL COSTS ON A FULL INDEMNITY BASIS) AND EXPENSES SUFFERED OR INCURRED BY US ARISING FROM, IN CONNECTION WITH OR RELATING TO ANY BREACH BY YOU OF THIS USER CONTENT AGREEMENT OR OUR TERMS OF USE OR ANY ACTION BROUGHT AS A CONSEQUENCE OF ANY CONTENT BEING UPLOADED BY YOU (INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY CONTENT).
* We shall have no liability to you whatsoever for the consequences of any action we take in response to any breach by you of the terms of this User Content Agreement, our website terms of use, or any other document, laws or regulations governing your use of our website.

* **No responsibility for user-generated content**

Some parts of our website may contain content and materials that have been uploaded by other users. Any such content is owned by or licensed to the users who uploaded the material, or owned by other third parties and has not been approved by us. We make no representations and provide no warranties whatsoever in respect of any such user-generated content, and have no obligation to monitor or review any such content. Any opinions or views contained in any user-generated content may describe the opinions and views of the users who uploaded it and/or the views of third parties and not our own views, opinions, positions or values. Accordingly, we do not endorse any opinions, advice or recommendations contained in any user-generated content.

* **Viruses and other harmful content**
* You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or browsing device which you use to access our website.
* You must not upload or otherwise introduce to our website any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.
* You must not use, whether by yourself or in conjunction with any third parties, any software or technology to attempt to gain unauthorised access to our website, our servers, systems, hardware, software or data, or cause, encourage or entice any third party to do the same.
* You must not perform any denial of service type attack on our website.
* You must not perform any action which would contravene the Computer Misuse Act 1990.
* We may report any breach or suspected breach of this clause 9 (*Viruses and other harmful content*) to the relevant authorities and may disclose your identity to them.

* **Links to other websites**
* We are not responsible for the content of any website(s) accessible via any link(s) on our website from time to time. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related, suitable, appropriate, lawful or accurate.
* Any third party website accessible via a link on our website may collect and process information about you. We are not responsible for any data-processing activities carried out by any third party website linked to from our website or how such third parties may use information about you, and we disclaim any and all liability in respect of the same. You must check the privacy policy of any such third party to establish how they may use information about you before you decide to use their website and its features.

* **Links to our website**
* Where you have obtained our consent to link to our website:
* you may provide links to our website on other websites owned by you, provided that such websites and the use of any links to our website comply with these Terms of Use;
* wherever you post a link to our website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and
* you must not link to our website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and in any event, without having first obtained our prior written consent.
* We may withdraw permission to link to our website at any time. In the event that we withdraw permission to link to our website and inform you of the same, you must immediately remove or cause to be removed any links to our website.

* **Conflict**

The terms of this User Content Agreement shall prevail over any other terms which may conflict with them, including any terms in our Terms of Use, privacy policy or cookies policy.

* **Severance**

In the event that any term of this User Content Agreement is found by a court of competent jurisdiction to be void, invalid, illegal, unenforceable or non-binding, it shall be modified to the minimum extent necessary to make it valid, legal, effective and binding, giving effect to the purpose of the original term to the maximum extent possible. In the event that such modification of the term is not possible, it shall be deleted from this User Content Agreement. Where a term is defective only because of a partial term, sub-clause or part-provision of a term, and such modification is not capable of remedying the defect, that defective partial term, sub-clause or part-provision alone shall be deleted. No deletion of any term or partial term, sub-clause or part provision under this clause shall affect the validity of the remainder of this User Content Agreement or any other terms contained herein.

* **Assignment**
* We may assign, transfer or otherwise deal with, in any way whatsoever, any of our rights and obligations under this User Content Agreement. We may need to do this, for example, if we sell part or all of our business, in order to obtain credit from a third party, where we engage subcontractors, or in connection with the enforcement of our rights. Where we do assign, transfer or otherwise deal with our rights and obligations under this User Content Agreement, we will try to give you notice of such action.

* You may not assign, transfer or otherwise deal with, in any way whatsoever, any of your rights and obligations under this User Content Agreement.

* **Waiver**

Any failure to exercise or delay by us in exercising any of the rights or remedies that we may have under this User Content Agreement or otherwise shall not constitute a waiver of those rights or remedies, or any other rights or remedies that we may have against you or any other person at any time. Any exercise of our rights and remedies under this User Content Agreement or otherwise shall not restrict us in any way from the further exercise of those same rights or remedies, or any other rights or remedies that we may have against you or any other person at any time.

* **Third party rights**

Save and except as expressly provided in this User Content Agreement, no person other than a party to this agreement shall have any rights or remedies (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) in respect of this User Content Agreement.

* **Reservation of rights**

The rights and remedies arising under this User Content Agreement are in addition to any rights and remedies arising under law.

* **Governing law and jurisdiction**
* This User Content Agreement, any documents referred to in it, and any disputes arising from or in relation to it, whether contractual or not, shall be governed by and construed in accordance with English law.
* The courts of England and Wales shall have exclusive jurisdiction over any claims or disputes arising from or in relation to this User Content Agreement or any documents referred to in it.