

Policy Date: September 2023 Review Date: September 2024

# BC Privacy Policy and Terms of Use .

## **Privacy Notice**

This is the privacy notice of Bright Centres In this document, "we", "our", or "us" refer to Bright Centres.

#### Introduction

This privacy notice aims to inform you about how we collect and process any information that we collect from you, or that you provide to us. It covers information that could identify you ("personal information") and information that could not. In the context of the law and this notice, "process" means collect, store, transfer, use or otherwise act on information. It tells you about your privacy rights and how the law protects you.

We are committed to protecting your privacy and the confidentiality of your personal information. Our policy is not just an exercise in complying with the law, but a continuation of our respect for you and your personal information.

We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.

Our policy complies with the Data Protection Act 2018 (Act) accordingly incorporating the EU General Data Protection Regulation (GDPR).

The law requires us to tell you about your rights and our obligations to you in regards to the processing and control of your personal data. We do this now, by requesting that you read the information provided at http://www.knowyourprivacyrights.org

Except as set out below, we do not share, or sell, or disclose to a third party, any information collected through our website.

## 1. INTRODUCTION

- 1.1 Bright Centres ("We", "Our", "Us") are committed to safeguarding and respecting the privacy of our website visitors. This policy (together with our terms of use and any documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.
- 1.2 By visiting and using our website you are accepting and consenting to the practices described in this policy.
- 1.3 We are committed to protecting your privacy and the confidentiality of your personal information. Our policy is not just an exercise in complying with the law, but a continuation of our respect for you and your personal information.

Except as set out below, we do not share, or sell, or disclose to a third party, any information collected through our website.

The law requires us to tell you about your rights and our obligations to you in regards to the processing and control of your personal data. We do this now, by requesting that you read the information provided at http://www.knowyourprivacyrights.org

# 2. WHAT PERSONAL INFORMATION IS COLLECTED

With regard to each of your visits to our site we will automatically collect information including (without limitation) the following:

- (a) the internet protocol address used to connect your computer to the internet, time zone setting, geographical location, browser type and version, operating system and platform, referral source, length of visit, page views and website navigation paths;
- (b) information about your visit, including the full Uniform Resource Identifiers (URI), clickstream to, through and from our site, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs, methods used to browse away from the page) and any 'phone number used to call us.

## 3. USING PERSONAL INFORMATION

3.1 Our lawful basis for processing your data is consent, legitimate interest or public interest. We use analytic tools on your data in a way you would reasonably expect. This helps us to improve the website and enhance your web experience. You can find more information on this in paragraph 10.

3.2 Your privacy settings can be used to limit the publication of your information on our website, although it may affect functionality, and you may adjust the privacy controls on the internet browser that you use to access our website.

3.3 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

## 4. DISCLOSING PERSONAL INFORMATION

4.1 You agree that we have the right to share your personal information with:-

(a) any member of our group, which means our subsidiaries as defined in section 1159 of the UK Companies Act 2006;

(b) selected third parties including but not limited to:-

- business partners, suppliers and sub-contractors for the performance of any contract that we enter into with them or you;

- analytics and search engine providers that assist us in the improvement and optimization of our site.

## 4.2 YOUR PERSONAL INFORMATION AND THIRD PARTIES:

(a) to the extent that we are under a duty to disclose or share your personal data in order to comply with any legal obligation;

(b) in connection with any ongoing or prospective legal proceedings;

(c) in order to enforce or apply our terms of use and other agreements or to protect our rights, property or safety and that of our customers or others (including exchanging information with other companies and organisations for the purposes of fraud prevention and reducing credit risk);

(d) in the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets; and

(e) if we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets.

# **5. INTERNATIONAL DATA TRANSFERS**

Information that we collect will be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy. It will also be processed by staff engaged in, among other things, the provision of support services. Information that we collect may be transferred to and stored at (including but not limited to) the following countries which do not

have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Chile, Taiwan and Singapore. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Unfortunately the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to prevent unauthorised access.

# 6. DATA SUBJECT'S RIGHTS

The Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) (GDPR) (collectively, the Act) gives you control of your data. It states you have a right to request a copy of your information and ask us to correct your information that is wrong, delete it or restrict the use of it for specific purposes. To access your information, you will need to send us a Subject Access Request and two pieces of identification:

(a) A government issued photo identification, such as a passport or driving licence; and

(b) A document dated within the last 3 months showing your current address, such as a utility bill. We will then respond within 1 month of receipt of your request. There is no cost to access your data, but we

have the right to charge you a reasonable fee if we believe your request is manifestly unfound or excessive.

## 7. AMENDMENTS

We may update this policy from time to time by publishing a new version on our website. Please check this page occasionally to see any updates or changes to our privacy policy.

## 8. COOKIES

8.1. Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

8.2 By continuing to browse our website, you are agreeing to our use of cookies.

8.3 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

8.4 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.8.5 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

8.6 Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

## 9. OUR COOKIES

9.1 We only use session cookies.

9.2 The names of the cookies that we use on our website, and the purposes for which they are used, are set out below. We use a session cookie to:

- (a) track how users interact with the website;
- (b) improve the website's usability;
- (c) prevent fraud and improve the security of the website;
- (d) facilitate the use of our website search engine.

## **10. ANALYTICS COOKIES**

10.1 We use Google Analytics to gather and analyse traffic which accesses our website.

10.2 Our analytics service provider generates statistical and other information about website use by means of cookies.

10.3 The analytics cookies used by our website have the following names: \_ga, \_gat, \_gid, \_\_utma, \_\_utmt, \_\_utmb, \_\_utmc, \_\_utmz and \_\_utmv.

10.4 The information generated relating to our website is used to create reports about the use of our website.

10.5 Our analytics service provider's privacy policy is available at: <u>http://www.google.com/policies/privacy/</u>.

## **11. THIRD PARTY COOKIES**

11.1 Our website also uses third party cookies over which we have no control.

11.2 You can view, delete or add interest categories associated with your browser by visiting: <a href="http://www.google.com/settings/ads">http://www.google.com/settings/ads</a>. You can also opt out of the AdSense partner network cookie using those settings or using the NAI's (Network Advertising Initiative's) multi-cookie opt-out mechanism at: <a href="http://www.networkadvertising.org/choices">http://www.networkadvertising.org/choices</a>. However, these opt-out mechanisms themselves use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you may wish to consider using the Google browser plug-in available at: <a href="https://www.google.com/settings/ads/plugin">https://www.google.com/settings/ads/plugin</a>.

# 12. BLOCKING COOKIES

12.1 Most browsers allow you to refuse to accept cookies; for example:

- in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";
- in Firefox (version 47) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and
- in Chrome (version 52), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

Blocking all cookies will have a negative impact upon the usability of many websites.

If you block cookies, you will not be able to use all the features on our website.

# 13. DELETING COOKIES

- 5 13.1 You can delete cookies already stored on your computer; for example:
  - in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at <u>http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11</u>);
  - in Firefox (version 47), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and
  - in Chrome (version 52), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".
- 13.2 Deleting cookies will have a negative impact on the usability of many websites.

## 14. OUR DETAILS

You can contact us by email using info@brightcentres.co.uk

## 25. Retention period for personal data

Except as otherwise mentioned in this privacy notice, we keep your personal information only for as long as required by us:

- to provide you with the services you have requested;
- to comply with other law, including for the period demanded by our tax authorities;

• to support a claim or defence in court.

#### 26. Compliance with the law

Our privacy policy has been compiled so as to comply with the law of every country or legal jurisdiction in which we aim to do business. If you think it fails to satisfy the law of your jurisdiction, we should like to hear from you.

However, ultimately it is your choice as to whether you wish to use our website.

## 27. Review of this privacy policy

We may update this privacy notice from time to time as necessary. The terms that apply to you are those posted here on our website on the day you use our website. We advise you to print a copy for your records.

If you are in any way dissatisfied about how we process your personal information, you have a right to lodge a complaint with the Information Commissioner's Office (ICO). This can be done at https://ico.org.uk/make-a-complaint/. We would, however, appreciate the opportunity to talk to you about your concern before you approach the ICO.

If you have any question regarding our privacy policy, please contact us.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website <u>brightcentres.co.uk(our site)</u>.

#### WHO WE ARE AND HOW TO CONTACT US

<u>wwww.brightcentres.co.uk/</u> is a site operated by Bright Centres (We). We are a UK based company and can be contacted at <u>info@brightcentres.co.uk</u>

#### BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

#### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site: <u>Our Privacy and Cookie Policy</u>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us, and which sets out information about the cookies on our site. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

#### WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

#### WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time.

#### WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### HOW YOU MAY USE MATERIAL ON OUR SITE

- We are the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the licensee of content on our site must always be acknowledged.
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from the licensor.
- If you print off, copy or download any part of our site in breach of these terms of use, your right to use

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

#### DO NOT RELY ON INFORMATION ON THIS SITE

- The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### WE ARE NOT RESPONSIBLE FOR MALWARE AND VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs, malware or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, malware, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will

## **RULES ABOUT LINKING TO OUR SITE**

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@brightcentres.co.uk

#### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.