

# One Slot Fencing – Privacy Policy – Terms & Conditions - November 2012

## Privacy Policy

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

Our website uses cookies. We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

### (1) Credit

This document was created using an [SEQ Legal](#) template.

### (2) What information do we collect?

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

- (a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation.
- (b) information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services
- (c) information that you provide to us for the purpose of registering with us
- (d) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters
- (e) any other information that you choose to send to us

### (3) Cookies

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 stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may use both "session" cookies and "persistent" cookies on the website. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date.

We will use the session cookies to: keep track of you whilst you navigate the website; keep track of items in your shopping basket; prevent fraud and increase website security. We will use the persistent cookies to: enable our website to recognise you when you visit; keep track of your preferences in relation to the use of our website

We use Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.

Our advertisers/payment services providers may also send you cookies.

Our advertising services providers may send you cookies for the purpose of enabling the service of advertisements based on your previous visits to our website.

We publish Google AdSense interest-based advertisements on our website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behaviour on our website and on other websites across the web using the DART cookie. You can view, delete or add interest categories associated with your browser using Google's Ads Preference Manager, available at: <http://www.google.com/ads/preferences/>. You can opt-out of the AdSense partner network cookie at: <http://www.google.com/privacy/ads/> or using the NAI's (Network Advertising Initiative's) multi-cookie opt-out mechanism at: [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp). However, these opt-out mechanisms use cookies, and if you clear the cookies from your browser your opt-out will not be

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maintained. To ensure that an opt-out is maintained in respect of a particular browser, you should use the Google browser plug-in available at: <http://www.google.com/ads/preferences/plugin>.

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

### (4) Using your personal information

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

We may use your personal information to:

- (a) administer the website;
- (b) improve your browsing experience by personalising the website;
- (c) enable your use of the services available on the website;
- (d) send to you goods purchased via the website, and supply to you services purchased via the website;
- (e) send statements and invoices to you, and collect payments from you;
- (f) send you general (non-marketing) commercial communications;
- (g) send you email notifications which you have specifically requested;
- (h) send to you our newsletter and other marketing communications relating to our business which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (i) provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
- (j) deal with enquiries and complaints made by or about you relating to the website;
- (k) keep the website secure and prevent fraud

Where you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.

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

All our website financial transactions are handled through our payment services provider, PayPal. You can review the PayPal privacy policy at [www.paypal.com](http://www.paypal.com). We will share information with PayPal only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

### (5) Disclosures

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

In addition, we may disclose your personal information:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

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(d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling;

(e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

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

### (6) International data transfers

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

Information which you provide may be transferred to countries which do not have data protection laws equivalent to those in force in the European Economic Area.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

You expressly agree to such transfers of personal information.

### (7) Security of your personal information

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

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

You are responsible for keeping your password and user details confidential. We will not ask you for your password (except when you log in to the website).

### (8) Policy amendments

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

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

### (9) Your rights

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

(a) the payment of a fee (currently fixed at £10.00); and

(b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address)

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

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

### (10) Third party websites

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

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### (11) Updating information

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

### (12) Contact

If you have any questions about this privacy policy or our treatment of your personal information, please write to us by email to [dave@oneslotfencing.com](mailto:dave@oneslotfencing.com) or by post to Registered Office, One Slot Fencing, 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG

### (13) Data controller

The data controller responsible in respect of the information collected on this website is David Rimmington

Our data protection registration number is not applicable as we will not process your information in a way that requires registration

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## Terms and Conditions of use

### (1) Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy / cookies policy

### (2) Credit

This document was created using an [SEQ Legal](#) template.

### (3) Licence to use website

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

You may view, download for caching purposes only, and print pages or documents from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

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

### (4) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

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### (5) Restricted access

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

We may disable your user ID and password in our sole discretion without notice or explanation.

### (6) User generated content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

### (7) Limited warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

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

### (8) Limitations and exclusions of liability

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

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

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

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

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

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### (9) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions

### (10) Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### (11) Variation

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

### (12) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### (13) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### (14) Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

### (15) Entire agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

### (16) Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

### (17) Registrations and authorisations

We subscribe to the following codes of conduct:

- Web Accessibility and the Disability Discrimination Act
- The Data Protection Act
- Consumer Protection (Distance Selling) Regulations
- Electronic Commerce Regulations (EC Directive)
- The EU Anti Spam Laws, EU cookie law (e-privacy directive)
- The Unfair Terms in Consumer Contract Regulations (UTCCRs.)
- The sale of goods act

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- The supply of goods or services act
- The trade descriptions act
- The consumer protection act
- The general product safety regulations

(18) Our details

The full name of our company is David Rimington T/A Engineering Solutions T/A One Slot Fencing

Our office address is 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG

You can contact us by email to [dave@oneslofencing.com](mailto:dave@oneslofencing.com)

**Copyright Notice**

Copyright © 2012 David Rimington

(1) Ownership of copyright

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

(2) Credit

This document was created using an [SEQ Legal](#) template.

(3) Copyright licence

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

- (a) view this website and the material on this website on a computer or mobile device via a web browser;
- (b) copy and store this website and the material on this website in your web browser cache memory; and
- (c) print pages from this website for your own personal and non-commercial use.

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

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

(4) Data mining

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

(5) Permissions

You may request permission to use the copyright materials on this website by writing to Registered Office, One Slot Fencing, 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG

(6) Enforcement of copyright

We take the protection of our copyright very seriously.

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

If you become aware of any use of our copyright materials that contravenes or may contravene the licence above, please report this by email to [dave@oneslotfencing.com](mailto:dave@oneslotfencing.com) or by post to Registered Office, One Slot Fencing, 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG

Infringing material

If you become aware of any material on our website that you believe infringes your or any other person's copyright, please report this by email to [dave@oneslotfencing.com](mailto:dave@oneslotfencing.com) or by post to Registered Office, One Slot Fencing, 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG

**Anti-Spam Policy**

(1) What is spam?

In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

We have a zero-tolerance spam policy.

(2) This anti-spam policy

This document was created using an [SEQ Legal](#) template.

(3) Automated spam filtering

Our messaging systems automatically scan all incoming email and other messages, and filter-out messages that appear to be spam.

(4) Problems with spam filtering

No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered-out by our systems.

If you believe this has happened to a message you have sent, please advise the message recipient by another means.

You can reduce the risk of a message being caught by the spam filters by sending the message in plain text (i.e. no HTML), removing any attachments, and ensuring that your messages are scanned for malware before dispatch.

(6) Receipt of unwanted messages from us

In the unlikely event that you receive any message from us or sent using our systems that may be considered to be spam, please contact us using the details below and the matter will be investigated.

(7) Changes to this anti-spam policy

We may amend this anti-spam policy at any time by publishing a new version on this website.

(8) Contact us

Should you have any questions about this anti-spam policy, please contact us using the details set out below:

Registered Office, One Slot Fencing, 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG

**Report disclaimer**

(1) Introduction

This disclaimer governs the use of this report. By using this report, you accept this disclaimer in full.

(2) Credit

This disclaimer was created using an [SEQ Legal](#) template.

(3) No advice

The report contains information about products & services offered by One Slot Fencing / Engineering Solutions / David Rimington. The information is not advice, and should not be treated as such.

You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information in the report.

(4) No representations or warranties

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to the report.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

that the information in the report is correct, accurate, complete or non-misleading;

that the use of guidance in the report will lead to any particular outcome or result; or

in particular, that by using the guidance in the report you will take any action without accepting full responsibility for your actions.

(5) Limitations and exclusions of liability

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: are subject to section 6 below; and govern all liabilities arising under the disclaimer or in relation to the report, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

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

We will not be liable to you in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

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

(6) Exceptions

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

(7) Severability

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

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(8) Law and jurisdiction

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

(9) Our details

In this disclaimer, "we" means (and "us" and "our" refer to) David Rimington trading as One Slot Fencing, trading as Engineering Solutions which has its principal place of business at Registered Office, 5 Setterfield Road, Margate, Kent, United Kingdom, CT9 1TG.