

# Your privacy matters to us

Our Privacy and Cookie Policy (see below) discloses Wilson Paving & Landscaping's online information gathering practices and describes the usage of information collected on our website.

### Terms

### 1. About us

Our website is provided by Wilson Paving & Landscaping Limited, a company registered in England under company number 09423501.

Our registered office is at 2 The Cliff, Seaton Carew, Hartlepool, County Durham, TS25 1AB.

During this document, we shall refer to ourselves as "Wilson Paving & Landscaping", "us", "we" or "our" for short). "You" and "your" means you as the user of this website.

### 2. Use of this website

These terms and conditions together with the Privacy and Cookie Policy set out the rules for your use of the website and by accessing, browsing or otherwise using the website, you agree to these terms and conditions.

We will review and amend these terms and conditions from time to time so please check them regularly to ensure you are aware of any changes. Your continued use of the website following any changes indicates that you accept any changes to these terms and conditions. These terms and conditions were last updated in April 2024. If you have any questions concerning these terms and conditions or the website, please write to us at the postal address above or contact us by email at wilsonpavinglandscaping@gmail.com

All rights not expressly granted in these terms and conditions are expressly reserved by Wilson Paving & Landscaping.

### 3. Our materials

We are the owner or licensee of the copyright and all other intellectual property rights in and to the website and in all information, images and other content published on it ("our materials").

This excludes any content you submit to the website ("your content") and such content submitted to the website by other users. Copyright © Wilson Paving & Landscaping. All copyright and other intellectual property rights in and to our materials is expressly reserved to our respective licensors or us.

We expressly claim ownership to and reserve all rights in and to the website domain name address, our logos, straplines, "Wilson Paving & Landscaping" and all other related trademarks, service marks, trading names or other identifiers relating to our services.

Other trademarks, products and company names mentioned on the website may be trademarks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

You are granted a limited, personal, non-exclusive, non-transferable, revocable licence to access, browse and use the website and our content only: (i) for your own personal and non-commercial use and / or (ii) for existing and potential clients to access, research and / or evaluate services offered by Wilson Paving & Landscaping. We may revoke this licence at any time without notice and at our complete discretion.

When you use the website and/or our materials, you must not reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or otherwise exploit or use the website and/or our materials in any way except as expressly permitted by these terms and conditions (including for any commercial purpose), without our express prior written consent.

Any permitted use of our materials is subject to you acknowledging that we are authors of our material and website.

### 4. Your content

By submitting your content on the website you grant to us and our group companies and affiliates, a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence (including full rights to sub-license) to use your content (including, without limitation, the right to adapt, alter, amend or change your content) in any media throughout the world without restriction, for any purpose connected with the promotion of the website or our company.

You hereby waive any and all moral rights and any other similar rights in any country in the world in connection with your content, to the greatest degree allowed by law.

Publication of your content will be at our sole discretion and we are entitled to refuse publication or to make additions or deletions to any such material prior to and/or after publication.

Although we have no obligation to moderate content on the website, we may monitor any information transmitted or received through the website. We may reject, block, suspend or remove your content at any time and in our sole discretion.

We in no way guarantee that your content or any part of it will be displayed on the website.

### 5. Unacceptable content

If you find any content on the website to be in any way offensive, obscene, defamatory, racist, harmful, inaccurate, unlawful, infringing of any third-party rights or otherwise unacceptable, please notify us by emailing us at <u>wilsonpavinglandscaping@gmail.com</u> using the subject heading "Unacceptable content".

We take complaints seriously and on receipt of your complaint we may at our discretion remove or block access to the content complained of and will investigate whether the content breaches our content standards or these terms and conditions.

### 6. Blogs and tweets

The views and opinions featured in the blogs and tweets on the website reflect the personal views and opinions of the individuals writing them and are not necessarily views and opinions which are shared by us as a company.

Further, the blogs and tweets on the website may contain links to or comments about third party websites, products or services (including recommendations and reviews) and nothing featured in this way should be construed as an endorsement of such websites, products or services by us as a company.

### 7. Third party sites and content

The website and / or our materials published or available for download on the website may contain links to third party websites. These links are provided for your information only, and if you decide to visit any third-party site or provide information to any third-party website, you do so at your own risk.

We have no control over the content of those sites, and we are not responsible for the content of any third-party websites linked from the website. Links do not imply that we or the website are affiliated to or associated with such sites.

### 8. Linking to the website

We are happy for you to link to the homepage of the website only, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it.

To avoid any doubt, you must not link to the website from a linking site which contains any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.

You are not entitled to link to the website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Please do not remove or obscure by framing or otherwise, advertisements, the copyright notice, or other information published on the website. The website must not be framed on any other site. We may withdraw linking permission at any time by notice to you.

### 9. Privacy and your personal data

The privacy of your personal information (such as your name, email address, address and other contact details) is important to us. Please see our Privacy and Cookie Policy for details of how we may collect and process your personal information.

### 10. Our liability

Nothing in these terms and conditions shall affect your statutory rights, and nothing in these terms and conditions shall limit or exclude our liability for death or personal injury arising through negligence, fraudulent misrepresentation, and/or anything else that cannot be excluded or limited by us by law.

Our materials displayed on the website are provided without any guarantees, conditions or warranties as to their accuracy. To the fullest extent permissible by law:

- We shall not be liable for any loss caused as a result of your actions or inactions based on the materials and content available on the website;
- We shall not be liable for any loss caused as a result of any actions or inactions of the materials and content submitted by other users;
- We expressly exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to the website, our materials and/or all services supplied by us in connection with the website. In particular we do not represent or warrant that the website will be error-free, free of viruses or other harmful components, or that defects will be corrected;
- We do not accept liability for any failure to maintain the website and/or late or failed delivery of any materials. We may suspend access to the website periodically to carry out emergency or scheduled maintenance or for any other reason at any time; and
- We shall not be liable under these terms and conditions for any indirect, special, incidental or consequential damages or otherwise (including without limitation loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill and/or wasted management or office time), however arising and whether caused

by tort (including negligence), breach of contract or otherwise, even if we have been advised of the possibility of such damages.

If any of these terms and conditions are deemed by any court or administrative body of competent jurisdiction to be invalid or unenforceable then invalidity or unenforceability shall not affect the other provisions of these terms and conditions which shall remain in full force and effect.

### 11. Indemnity

You agree to indemnify and hold harmless Wilson Paving & Landscaping against all losses, claims, or damages arising directly or indirectly from your unlawful, improper or unauthorised use of the website or our content.

### 12. Further assurances

You agree that you will do any and all acts and things and execute any and all documents that we may reasonably request or order to carry out the intended provisions of these terms and conditions.

### 13. Governing law and courts

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with these terms and conditions and the website.

## Privacy and Policy

By registering to use our services, you consent to us processing your personal information in accordance with this Privacy and Cookie Policy (the "Policy"). This is the legal basis upon which we process your personal information as well as because it is necessary for the performance of our obligations under the Terms of Use.

You may withdraw such consent at any time by letting us know at wilsonpavinglandscaping@gmail.com

At that time, you may also want to remove any cookies that have been placed on any device used to access the Website or Services. Your withdrawal of consent will not affect the lawfulness of any processing carried out by us prior to such withdrawal.

We want you to obtain personalised experiences anytime, anywhere, on any device. This requires us to collect personal information from you. However, we want to put you in control of that personal information. We want you to be aware at all times where and how your personal information is being used. This is of paramount importance to us.

So, let's describe what this Policy tells you. It explains:

- What information we may collect about you
- What we may do with the information we collect about you
- Whether we share your information with anyone else
- The types of cookies we use and how you can reject these cookies
- Where we store your information
- How we keep your information secure
- Your rights in relation to your information

At Wilson Paving & Landscaping, we take your privacy seriously. We operate on the principle that your personal information belongs to you and only you can decide who you want to share it with and why.

This is fundamental to the way we work and we're committed to providing a secure environment for you to store your personal information and share it with others when you want to.

### When does this policy apply?

This Policy and the Terms of Use apply to your use of the Website and Services. Here is the information we may collect about you:

- 1. Information you voluntarily provide
- If you contact us (by phone, email or through the Website), we may keep a
  record of that correspondence for two years in case we need to contact you
  in relation to the issue for which you contacted us, for operational
  performance improvement and/or nuisance caller management. We will not
  use it for marketing purposes.
- If you report a problem with the Website or Services, we may keep that information for two years in case we need to contact you in relation to the issue for which you contacted us, for operational performance improvement and/or nuisance caller management. We will not use it for marketing purposes.

The information you give may include your name, address, telephone number and email address.

### 2. Information we collect about you and your device

When you use the Website and interact with our Services, we may use technology such as that provided by Google Analytics to collect information about your visit to our Website.

Google Analytics enables us to analyse how you and others interact with our Website. The information we collect may include:

- Your IP address
- The type of browser you use (e.g. are you using the Chrome or Safari browser?)
- The number of sessions per browser on each device
- The type of device (e.g. Samsung) and operating system (e.g. Android) you are using
- Referrer information
- Time zone
- User preferences
- Which pages you visited

#### 3. This is what we do with the information we have collected about you

We use the information you provide to us to:

- Enable us to provide the services
- Ensure that content from our website is presented in the most effective manner for you and for your device to achieve the most user-friendly navigation experience
- Provide you with marketing information about us and our services (you may opt out from receiving such information at any time)
- Notify you about changes to the website and the services
- Carry out our obligations arising out of the Terms of Use
- Defend our servers against malicious attacks
   Where we propose using your personal information for any other uses we will ensure that we notify you first. You will also be given the opportunity to withhold or withdraw your consent for the use of your personal information for purposes other than those listed above.

### 4. Our use of aggregated and anonymised information

We may share anonymised usage data, which does not identify you specifically with third parties. We may combine your data with those of other users of our Website and share this information in aggregated and anonymised form with third parties to help us improve the design and delivery of our software tools, increasing the effectiveness for all users.

### 5. This is who we share your information with

We will only share your information with other organisations where we have your permission to do so in accordance with this Policy or where we believe it is necessary for a legitimate reason connected with the Website or our Services. We work with analytics providers and we may receive information about you from them.

We also work with Google, Adobe, Microsoft, Twitter, Facebook, Linkedin and Instagram to allow you to register for the services using the credentials that you have with those companies. Below is a non-exhaustive list of third parties we work with. We may work with third parties not listed below or stop working with the third parties listed below.

In addition, we may disclose your personal information to third parties:

- If we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request;
- To enforce or apply our Terms of Use and other agreements or to investigate potential breaches; and/or
- To protect the rights, property or safety of our Website or our users.

### 6. Our use of cookies, pixels and local storage

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on web pages that do things like allow another server to measure viewing of a Web page and are often used in connection with cookies. HTML5 Local Storage is a small database located inside your browser, which web pages can use to store data to speed up their processing.

We may use all three technologies from time to time, to help improve your browsing experience.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, storing your preferences, and generally improving your experience of our Website. Cookies make the interaction between you and our website faster and easier.

We use cookies to distinguish you from other users of the website and our services. This helps us to provide you with a good experience when you use the website and also allows us to improve the website and services.

Cookies and other things like local storage also help us authenticate you to deliver personalised content to you.

The Wilson Paving & Landscaping website uses a WIX platform which uses the following Cookies:

Cookie name	Life span	Purpose
svSession	Permanent	Creates activities and BI
hs	Session	Security
incap_ses_\${Proxy-ID}_\${Site- ID}	Session	Security
incap_visid_\${Proxy-ID}_\${Site- ID}	Session	Security
nlbi_{ID}	Persistent cookie	Security
XSRF-TOKEN	Persistent cookie	Security
smSession	Two weeks	Identify logged in site members

Please refer to your device's help material to learn what controls you can use to remove or block cookies. Please remember that if you do this, it may affect your ability to use the website and/or the services.

As you use your device, you will encounter third parties that make use of cookies and similar technologies. We are not responsible for those third parties or what they may place on your device or in your browser.

### 7. This is where we store your information

The information that we collect from you may be processed outside the European Economic Area (EEA), but we have ensured that there is an adequate level of protection for such information.

### 8. Keeping information secure

All information you provide to us is stored on servers owned and operated by Google.

### 9. Here are your rights

We think it is important that you are able to control your personal information. You have the right to ask us not to process your personal information for marketing purposes. You can exercise your right to prevent such processing at any time by contacting us at <u>wilsonpavinglandscaping@gmail.com</u>

The law gives you the right to request a copy of the personal information we hold about you. We first require you to prove your identity with 2 pieces of approved identification. We will supply, correct or delete personal information about you on our files. In addition, you may request rectification or erasure of personal information as well as the restriction of processing of your personal information.

We will comply with your requests in accordance with the applicable law. If you wish to complain about the processing of your personal information then please contact us first, but if we do not satisfactorily deal with your complaint, then you may contact the Information Commissioner.

If you want to stop using the Website and the Services, you may do so. If you do, you may also want to remove any cookies that we have placed on any device used to access the website and the services.

### 10. Third party properties accessed from the website, e.g. other websites

Our Website and Services may contain links to and from the online properties of third parties. If you follow a link to any of these online properties, please note that these online properties have their own privacy policies which will govern use of any personal information that they process.

Please check these policies carefully before you click on any links and/or submit any personal information to these online properties.

### 11. Change of control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the Website and provide the Services. The new owner will be obliged to comply with this Policy.

### 12. Changes to our policy

Any changes we may make to this Policy will be posted on this page. Where it makes sense because the changes are material, we will notify you by e-mail or in another appropriate manner such as when you next interact with the Website.

### 13. Contacting us is easy and we want to hear from you

We really do welcome any questions, comments and requests you may have regarding this Policy. You can contact us by emailing us at <u>wilsonpavinglandscaping@gmail.com</u>