

Terms and conditions of supply

Please read these Terms and Conditions carefully. All contracts that the Supplier may enter into from time to time for the supply of products shall be governed by these Terms and Conditions, and the Customer acknowledges that by placing an Order with the Supplier, the Customer accepts these Terms and Conditions.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the amounts payable in respect of the Products in accordance with the Supplier's standard terms and conditions of supply;

"Charges" means the amounts payable in respect of the Products, as set out in the Order Form, subject to any variations agreed in writing by the parties or made in accordance with these Terms and Conditions;

"Contract" means a particular contract made under these Terms and Conditions between the Supplier and the Customer;

"Customer" means the person or entity identified as such in Section 1 of the Order;

"Effective Date" means the date upon which the parties agree to the Order;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Order" means a written order form for the Products agreed by or on behalf of each of the parties;

"Products" means any products that the Supplier supplies or agrees in writing to supply to the Customer from time to time

"Supplier" means Reginald Ames Limited, a company incorporated in England and Wales (registration number 00445141 having its registered office at Unit 12 Tannery Road Industrial Estate, Tannery Road, Tonbridge, Kent, TN9 1RF;

"Term" means the term of the Contract, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2; and

"Terms and Conditions" means these terms and conditions, including any amendments to these terms and conditions from time to time.

2. These Terms and Conditions

2.1 The only terms and conditions upon which the Supplier will deal with the Customer in relation to the supply of the Products are set out in the Terms and Conditions and the Terms and Conditions and written Order shall govern the Contract to the exclusion of all other terms and conditions.

2.2 Any reference to any of the Customer's terms and conditions in any document forming part of or evidencing the Contract will not have the effect of incorporating any such terms and conditions into the Contract, nor of forming any other contract between the parties in respect of the Products.

2.3 The Customer hereby waives any right it might otherwise have to rely upon its own terms and conditions.

3. Term

3.1 The Contract shall come into force upon the Effective Date.

3.2 The Contract shall continue in force until all the Products have been delivered to the Customer in accordance with these Terms and Conditions and all the Charges have been paid to the Supplier in cleared funds, after which delivery and payment the Contract shall terminate automatically, subject to earlier termination in accordance with Clause 14.

3.3 Unless the parties expressly agree otherwise in writing, each Order shall create a distinct contract under these Terms and Conditions.

4. Supply

4.1 Unless the parties agree otherwise in writing:

- (a) the off the shelf Products must be delivered by the Supplier or a person acting on behalf of the Supplier to the premises of the Customer within *5 business working days*
- (b) the Supplier shall be responsible for arranging loading, transport and transit insurance in respect of the Products;
- (c) the Supplier shall be responsible for paying all costs relating to such loading, transport and transit insurance; and
- (d) risk in the Products shall pass from the Supplier to the Customer upon the delivery of the Products by the Supplier.

4.2 If the parties agree that the Products shall be supplied by instalments, each instalment shall constitute part of the Contract, and shall not be subject to a separate contract.

4.3 Any date or dates for the supply of the Products agreed by the parties under the Contract shall not be of the essence of the Contract.

4.4 The Supplier shall use reasonable endeavours to comply with reasonable requests by the Customer to postpone the delivery of the Products, providing that such postponements must not exceed 5 days.

5. Title

5.1 Legal and equitable title to the Products will pass from the Supplier to the Customer upon the later of:

- (a) delivery or collection of the Products; and
- (b) receipt by the Supplier of all amounts due from the Customer under the Contract or any other contract between the parties.

- 5.2 Until title to the Products has passed to the Customer, the Customer shall hold the Products as the fiduciary agent and bailee of the Supplier.
- 5.3 Until title to the Products has passed to the Customer, the Customer must:
- (a) store the Products in a secure, safe, dry and clean environment separately from other products and goods;
 - (b) ensure that the Products are easily identifiable as belonging to the Supplier;
 - (c) not deface, destroy, alter or obscure any identifying mark on the Products or their packaging;
 - (d) ensure that no charge, lien or other encumbrance is created over the Products;
 - (e) deliver up the Products to the Supplier upon demand;
 - (f) insure the Products on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier (and on request produce to the Supplier such policy of insurance and a receipt for the then-current premium); and
 - (g) hold all proceeds of the insurance referred to above on trust for the Supplier and not mix them with any other moneys or pay the proceeds into any overdrawn bank account.
- 5.4 The Supplier shall be entitled without further notice to inspect and/or recover possession of any Products to which it retains title; and the Customer grants to the Supplier and its employees and agents an irrevocable licence to enter at any time any premises where the Products are or may be situated for the purpose of inspecting or removing any Products the title to which has remained with the Supplier.
- 5.5 The Supplier may bring an action for the Charges and any other amounts due under the Contract, notwithstanding that title to the Products has not passed to the Customer.

6. Customer obligations

- 6.1 The Customer must not:
- (a) represent to any person that it is an agent, sole distributor or exclusive distributor of the Supplier;
 - (b) pledge or purport to pledge the Supplier's credit;
 - (c) commit or purport to commit the Supplier to any contracts; or
 - (d) otherwise incur any liability or potential liability on behalf of the Supplier.
- 6.2 The Customer must not without the Supplier's prior written consent make or give any promises, representations, warranties or guarantees:
- (a) on behalf of the Supplier; or
 - (b) in relation to the Products (other than those that are mandatory under applicable law).
- 6.3 Without prejudice to the Supplier's express obligations under the Contract, the Customer must comply with all applicable laws, rules and regulations relating to, and must obtain all licences, permits and approvals required in relation to:
- (a) the marketing, promotion and advertising of the Products; and

- (b) the import, export, distribution, sale, supply and delivery of the Products.
- 6.4 The Customer must not without the Supplier's prior written consent alter, modify, disassemble or reverse engineer any of the Products, except to the extent that the right to take such action is mandated by applicable law.
- 6.5 The Customer undertakes that it will not, during the Term and without the prior written consent of the Supplier, take any action that will or is reasonably likely to have a material negative impact on the reputation and/or goodwill of the Supplier.

7. Charges

- 7.1 The Customer shall pay the Charges to the Supplier in accordance with these Terms and Conditions.
- 7.2 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Supplier.
- 7.3 If there is a material increase in the cost to the Supplier of obtaining or supplying the Products, the Supplier may increase the Charges by giving to the Customer written notice of the increase at any time before supply of the Products, providing that:
 - (a) the Supplier must give that notice as soon as reasonably practicable;
 - (b) the Customer shall have the right upon receipt of that notice to terminate the Contract; and
 - (c) any increase under this Clause 7.3 must not exceed the increase in cost to the Supplier.

8. Payments

- 8.1 The Supplier shall issue an invoice for the Charges to the Customer promptly following the supply of the Products.
- 8.2 The Customer must pay the Charges to the Supplier within the period of 30 days following the issue of an invoice in accordance with this Clause 8.
- 8.3 The Customer must pay the Charges by bank transfer or cheque (using such payment details as are notified by the Supplier to the Customer from time to time).
- 8.4 If the Customer does not pay any amount properly due to the Supplier under these Terms and Conditions, the Supplier may:
 - (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
 - (c) reserve the right to withdraw/amend the credit terms and ask for any future orders to be paid for under proforma invoices before Goods are dispatched.
 - (d) reserve the right to withhold other Orders placed by the Customer until the Customer account is back to within agreed credit terms.

9. Complaints

- 9.1 The Supplier will promptly, and in any event within 10 Business Days, provide a reasonable written response to all reasonable enquiries and complaints raised by the Customer and relating to the Contract.

10. Warranties

- 10.1 The Supplier warrants to the Customer that:
- (a) the Supplier has (or will have at the relevant time) the right to sell the Products;
 - (b) the Products are free from any charge or encumbrance, subject to the express provisions of these Terms and Conditions and to any charge or encumbrance disclosed or known to the Customer before the parties entered into the Contract;
 - (c) the Customer shall enjoy quiet possession of the Products, subject to the express provisions of these Terms and Conditions;
 - (d) the Products correspond to any description of the Products supplied by the Supplier to the Customer;
 - (e) the Products are of satisfactory quality;
 - (f) the Products will comply with all laws, rules and regulations applicable to the marketing and sale of the Products in the United Kingdom and all standards agreed between the parties, and the Products will bear all mandatory marks and signs associated with such laws, rules, regulations and standards.
- 10.2 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

11. Breach of warranty

- 11.1 If any Products do not comply with any warranty given by the Supplier under the Contract, the Customer may with the prior agreement of the Supplier return those Products to the Supplier for at the option of the Supplier:
- (a) a full credit of the Charges paid to the Supplier for such Products;
 - (b) replacement Products; or
 - (c) a credit note in respect of the Charges paid to the Supplier for such Products, to be offset against future purchases from the Supplier,

providing that the original delivery costs for such Products, return costs, re-delivery costs and related costs shall be met by the Supplier.

- 11.2 Products returned under Clause 11.1 must be properly packed and returned to the premises of the Supplier within 10 Business Days following receipt of the Products by the Customer; and any Products returned in contravention of this Clause 11.2 will not be the subject of any refunds, credits or replacements and the Customer will continue to be liable for payment of any unpaid Charges in respect of such Products. The Supplier is not liable to issue any refunds, credits or replacements should the Customer order the incorrect Products.

12. Limitations and exclusions of liability

12.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Clause 12 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 12.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

13. Force Majeure Event

13.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract other than any obligation to make a payment, that obligation will be suspended for the duration of the Force Majeure Event.

13.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

13.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

14. Termination

14.1 If a Force Majeure Event prevents the Supplier (acting reasonably) from supplying the Products in accordance with the Contract, the Supplier may terminate the Contract by giving to the Customer written notice of termination, such notice to be given at any time before supply of the Products.

14.2 The Supplier may terminate the Contract immediately by giving written notice of termination to the Customer if:

- (a) the Customer commits any breach of the Contract, and:
 - (i) the breach is not remediable; or

- (ii) the breach is remediable, but the Customer fails to remedy the breach within the period of 30 days following the giving of a written notice by the Supplier to the Customer requiring the breach to be remedied; or
 - (b) the Customer persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).
- 14.3 The Customer may terminate the Contract immediately by giving written notice of termination to the Supplier if:
 - (a) the Supplier commits any material breach of the Contract, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the Supplier fails to remedy the breach within the period of 30 days]following the giving of a written notice by the Customer to the Supplier requiring the breach to be remedied; or
 - (b) the Supplier persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).
- 14.4 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
 - (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
 - (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.
- 14.5 The Supplier may terminate the Contract immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Supplier under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Supplier has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 14.5.

15. Effects of termination

- 15.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 2, 4, 5, 6.1, 6.2, 6.3, 6.4, 8.2, 8.4, 9, 11, 12, 14.1, 15, 17 and 18.
- 15.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

16. Notices

- 16.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Clause 16.2:

- (a) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

- 16.2 The Supplier's contact details for notices under this Clause 16 are as follows: Unit 12 Tannery Road Industrial Estate, Tannery Road, Tonbridge, TN9 1RF.
- 16.3 The addressee and contact details set out in Clause 16.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 16.

17. General

- 17.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.
- 17.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract 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 (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 17.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 17.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these Terms and Conditions.

- 17.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.
- 17.6 Subject to Clause 12.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 17.7 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 17.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

18. Interpretation

- 18.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 18.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 18.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 18.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Data protection information notice for customers

1. Introduction

- 1.1 We are committed to safeguarding the privacy of all individuals whose personal data we store and process; in this notice we explain how we will handle your personal data.
- 1.2 This notice applies where we are acting as a data controller with respect to your personal data; in other words, where we determine the purposes and means of the processing of that personal data.
- 1.3 In this notice, "we", "us" and "our" refer to Reginald Ames Limited. For more information about us, see section 8.

2. How we use your personal data

- 2.1 In this section 2 we have set out:
 - (a) the general categories of personal data that we may process;
 - (b) the purposes for which we may process personal data; and
 - (c) the legal bases of the processing.
- 2.2 We may process your account data ("**account data**"). The account data may include your name, postal address, telephone number and email address. The source of the account data is you or your employer. The account data may be processed for the purposes of providing our services, ensuring the security of our services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing our legitimate interests, namely the proper administration of our business and the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 2.3 We may process information relating to transactions, including purchases of goods and services, that you enter into with us ("**transaction data**"). The transaction data may include your contact details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is [the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract and our legitimate interests, namely our interest in the proper administration of our business.
- 2.4 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("**notification data**"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent.
- 2.5 We may process information contained in or relating to any communication that you send to us ("**correspondence data**"). The correspondence data may include the communication content and metadata associated with the communication. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our business and communications with users.
- 2.6 We may process any of your personal data identified in this notice where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.
- 2.7 We may process any of your personal data identified in this notice] where necessary for [the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely [the proper protection of our business against risks.

2.9 In addition to the specific purposes for which we may process your personal data set out in this section 2, we may also process [any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

2.11 Please do not supply any other person's personal data to us, unless we prompt you to do so.

3. Providing your personal data to others

3.1 We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

3.2 Financial transactions relating to our goods and services may be handled by our payment services providers. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

3.5 In addition to the specific disclosures of personal data set out in this section 3, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4. Retaining and deleting personal data

4.1 This section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

4.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

4.3 Notwithstanding the other provisions of this section 4, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

5. Security of personal data

5.1 We will take appropriate technical and organisational precautions to secure your personal data and to prevent the loss, misuse or alteration of your personal data.

5.2 We will store all your personal data on secure servers, personal computers and mobile devices, and in secure manual record-keeping systems.

5.3 You acknowledge that the transmission of unencrypted (or inadequately encrypted) data over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

5.4 You should ensure that your passwords used to access our software and IT systems are not susceptible to being guessed, whether by a person or a computer program. You are responsible for keeping the passwords confidential and we will not ask you for your passwords (except when you log in to our software and IT systems).

6. Amendments

6.1 We will notify you of any changes to this notice which may affect you by email.

7. Your rights

- 7.1 In this section 8, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.
- 7.2 Your principal rights under data protection law are:
- (a) the right to access;
 - (b) the right to rectification;
 - (c) the right to erasure;
 - (d) the right to restrict processing;
 - (e) the right to object to processing;
 - (f) the right to data portability;
 - (g) the right to complain to a supervisory authority; and
 - (h) the right to withdraw consent.
- 7.3 You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee.
- 7.4 You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.
- 7.5 In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.
- 7.6 In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.
- 7.7 You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal

information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.

- 7.8 You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.
- 7.9 You have the right to object to our processing of your personal data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.
- 7.10 To the extent that the legal basis for our processing of your personal data is:
- (a) consent; or
 - (b) that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,
- and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.
- 7.11 If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.
- 7.12 To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.
- 7.13 You may exercise any of your rights in relation to your personal data by written notice to us .

8. Our details

- 8.1 Our full legal name is Reginald Ames Limited.
- 8.2 We are registered in England and Wales 00445141 under registration number *[number]*, and our registered office is at Unit 12, Tannery Road Industrial Estate, Tannery Road, Tonbridge, Kent, TN9 1RF.
- 8.3 Our principal place of business is at Unit 12, Tannery Road Industrial Estate, Tannery Road, Tonbridge, Kent, TN9 1RF.
- 8.4 You can contact us:
- (a) by post, to the postal address given above;
 - (b) using our website contact form;
 - (c) by telephone on the contact number published on our website from time to time ; or
 - (d) by email, to hello@reginaldames.co.uk