

HUMPHREYS
LAW

Humphreys Law
Limited

Website privacy
policy

Humphreys Law Ltd
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Version: November 2020

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THIS AGREEMENT IS MADE BETWEEN:

- (1) **Humphreys Law Limited**, a private limited company registered in England and Wales with company number 10772058 and whose registered address is 5 Merchant Square, London, England W2 1AY (“**we**”, “**us**” and “**our**”); and
- (2) any person who browses and makes use of the Website (“**you**” and “**your**”).

IT IS HEREBY AGREED as follows:

1 Introduction

- 1.1 We respect your privacy and is committed to protecting your personal data. This Agreement will inform you as to how we look after your personal data when you visit the Website (regardless of where you visit it from).
- 1.2 By using the Website, and supplying data to us, you agree to be bound by the terms of this Agreement.

2 Definitions and interpretation

- 2.1 In this Agreement, the words and expressions set out below shall have the following meanings:

Comply with a legal or regulatory obligation: means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Contact Data: your email address and telephone number(s).

Cookie Policy: the latest version of our cookie policy made available on the Website.

Identity Data: your first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

Legitimate Interest(s): means the interest of our business in conducting and managing our business to enable us to achieve our aim to give you the best service/product and the best and most secure experience. We will consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We will not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at enquiries@humphreys.law.

Marketing and Communications Data: your preferences in receiving marketing from us and/or our third parties, and your communication preferences.

Usage Data: information about how you use the Website.

Technical Data: your internet protocol (“IP”) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Website.

Website: the website accessed via the homepage www.humphreys.law.

- 2.2 A reference in this Agreement to a “party” or to the “parties” is a reference to a party or to the parties to this Agreement.
- 2.3 References to a clause or a Schedule are to the relevant clause of or to the Schedule of this Agreement.
- 2.4 Clause headings and the table of contents used in this Agreement are inserted for ease of reference only and shall not affect construction.
- 2.5 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.6 Words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.7 References to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment (whether before or after the date of this Agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment unless any such change imposes upon either party any liabilities or obligations which are more onerous than as at the date of this Agreement.

3 Purpose of this Agreement

- 3.1 This Agreement aims to give you information on how we collect and process your personal data through your use of the Website, including any data you may provide through the Website when you sign up to our newsletter or take part in a survey.
- 3.2 The Website is not intended for children and we do not knowingly collect data relating to children.
- 3.3 It is important that you read this Agreement (together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you) so that you are fully aware of how and why we are using your data. This Agreement supplements such other notices and is not intended to override them.

4 Controller

- 4.1 We are the controller and we are responsible for your personal data.
- 4.2 We have appointed a data protection officer (“DPO”) who is responsible for overseeing questions in relation to data privacy. If you have any questions about this Agreement,

including any requests to exercise your legal rights, please contact the DPO by writing to enquiries@humphreys.law.

- 4.3 You have the right to make a complaint at any time to the Information Commissioner’s Office (“ICO”), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with any concerns you may have before you approach the ICO so please contact us in the first instance by email at enquiries@humphreys.law.

5 **Changes to this Agreement and your duty to inform us of changes**

- 5.1 We keep this Agreement under regular review. This version was last updated on November 2020. Historic versions can be obtained by contacting us.

- 5.2 It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

6 **Third-party links**

The Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave the Website, we encourage you to read the privacy policy of every website you visit.

7 **The data we collect about you**

- 7.1 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity information has been removed (anonymous data).

- 7.2 We may collect, use, store and transfer different kinds of personal data about you, which may include Identity Data, Contact Data, Technical Data, Usage Data and Marketing and Communications Data.

- 7.3 We also collect, use and share aggregated data such as statistical or demographic data for any purpose (“**Aggregated Data**”). Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with the terms of this Agreement.

- 7.4 We do not collect any special categories of personal data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

8 **How is your personal data collected?**

We use different methods to collect data from and about you including through:

- (a) direct interactions: you may give us your identity, contact and financial data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - (i) subscribe to our service or publications;
 - (ii) request marketing to be sent to you;
 - (iii) enter a competition, promotion or survey;
 - (iv) give us some feedback; or
 - (v) contact us.
- (b) automated technologies or interactions: as you interact with the Website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see our Cookie Policy for further details; and
- (c) third parties or publicly available sources: we may receive personal data about you from various third parties as set out below:
 - (i) Technical Data from analytics providers;
 - (ii) search information providers such as Legalinx and RiskScreen based outside of the European Union; and
 - (iii) Identity Data and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the European Union.

9 **How we use your personal data**

9.1 We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- (a) where we need to perform the contract which we are about to enter into or have entered into with you;
- (b) where it is necessary for our Legitimate Interests (or those of a third party) and your interests and fundamental rights do not override those interests; and
- (c) where we need to comply with a legal or regulatory obligation.

9.2 Generally, we do not rely on consent as a lawful basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

10 **Purposes for which we will use your personal data**

10.1 Set out in Schedule 2 is a description of all the ways we intend to use your personal data, and which of the lawful bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

10.2 Note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific lawful basis we are relying on to process your personal data where more than one basis has been set out in Schedule 2.

11 **Marketing**

We strive to provide you with choices regarding certain personal data uses, such as those in relation to marketing and advertising.

12 **Promotional offers from us**

12.1 We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

12.2 You will receive marketing communications from us if you have requested information from us and, in each case, you have not opted out of receiving that marketing.

13 **Third-party marketing**

We will seek and obtain your express opt-in consent before we share your personal data with any company outside us for marketing purposes.

14 **Opting out**

14.1 You can ask us or third parties to stop sending you marketing messages at any time by contacting us by email at enquiries@humphreys.law.

14.2 Your opting out of receiving marketing messages will not have an impact on the personal data you provided us.

15 **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of the Website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy.

16 **Change of purpose**

16.1 We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose for which it was collected. If you wish to receive an explanation, when we use your personal data for another purpose, as to how the processing for the new

purpose is compatible with that original purpose, please contact us by email at enquiries@humphreys.law.

16.2 Please note that we may process your personal data without your knowledge or consent, in compliance with this Agreement, where it is required or permitted by law.

17 **Disclosures of your personal data**

17.1 We may share your personal data with:

- (a) Zoho Corporation, our customer relationship management platform; and
- (b) third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Agreement.

17.2 We require our third-party service providers to respect the security of your personal data and to treat it in accordance with the law.

17.3 We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

18 **International transfers**

18.1 Subject to the terms of this Agreement, we may transfer your personal data outside the European Economic Area (“EEA”) or the UK; and by using the Website you consent to our doing so.

18.2 Whenever we transfer your personal data out of the EEA and/or the UK, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- (a) We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission or the UK (as applicable).
- (b) If we transfer your personal data to any other country which is not subject to an adequacy decision of the European Commission or the UK (as applicable) regarding an adequate level of protection of personal data, we will ensure that there is a legal basis and, if required, a relevant safeguard method for such data transfer so that your personal data is treated in a manner that is consistent with, and respects the applicable laws and regulations on data protection in the EEA or the UK (as applicable).
- (c) Where we use certain service providers, we may use specific contracts approved by the European Commission or the UK (as applicable) which give personal data the same protection it has in Europe.

18.3 Please contact the DPO if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA or the UK.

19 **Data security**

19.1 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

19.2 We have put in place procedures to deal with suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so. We also have the following security measures in place:

- (a) SSL authentication;
- (b) Google Recaptcha on all forms; and
- (c) Sucuri basic security protection.

20 **Data retention**

20.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting, or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

20.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

20.3 Details of retention periods for different aspects of your personal data are available upon request by emailing enquiries@humphreys.law.

21 **Your legal rights**

21.1 Under certain circumstances, you have rights under data protection laws in relation to your personal data. These rights include the right to:

- (a) request access to your personal data;
- (b) request correction of your personal data;
- (c) request erasure of your personal data;
- (d) object to processing of your personal data;
- (e) request restriction of processing your personal data;
- (f) request transfer of your personal data; and
- (g) right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact enquiries@humphreys.law.

21.2 The rights referred to in clause 21.1 are further detailed in Schedule 1.

22 No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

23 What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

24 Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

25 Governing law and jurisdiction

25.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

Schedule 1

You have the right to:

- 1 Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- 2 Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- 3 Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- 4 Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this lawful basis as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate lawful basis to process your information which override your rights and freedoms.
- 5 Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- 6 Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- 7 Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Schedule 2

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest in the following circumstances:
<p>To manage our relationship with you which will include:</p> <p>(a) notifying you about changes to our terms or this Agreement; and</p> <p>(b) asking you to leave a review or take a survey</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) Profile;</p> <p>(d) Usage; and</p> <p>(e) Marketing and Communications</p>	<p>(a) performance of a contract with you;</p> <p>(b) necessary to comply with a legal obligation; and</p> <p>(c) necessary for our Legitimate Interests (to keep our records updated and to study how customers use our products/services)</p>
<p>To enable you to partake in a prize draw, competition or complete a survey</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) Profile;</p> <p>(d) Usage; and</p> <p>(e) Marketing and Communications</p>	<p>(a) performance of a contract with you; and</p> <p>(b) necessary for our Legitimate Interests (to study how customers use our products/services, to develop them and grow our business)</p>
<p>To administer and protect our business and the Website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity;</p> <p>(b) Contact; and</p> <p>(c) Technical</p>	<p>(a) necessary for our Legitimate Interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise); and</p> <p>(b) necessary to comply with a legal obligation</p>
<p>To use data analytics to improve the Website, products/services, marketing, customer relationships and experiences</p>	<p>(a) Technical; and</p> <p>(b) Usage</p>	<p>Necessary for our Legitimate Interests (to define types of customers for our products and services, to keep the Website updated and relevant, to develop our business and to inform our marketing strategy)</p>