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## TERMS OF USE

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### BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, [www.babersmart.uk](http://www.babersmart.uk) ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of services. Please refer to our Pricing Page for more information. [infosupport@babersmart.uk](mailto:infosupport@babersmart.uk)

### 1. Definitions and Interpretation

1. In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Account"</b>	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
<b>"Content"</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
<b>"User"</b>	means a user of Our Site;
<b>"User Content"</b>	means any content submitted to Our Site by Users including, but not limited to, business, customer and staff data;
<b>"We/Us/Our"</b>	means Barbersmart LTD, a company registered in England under 11868175, whose registered address is 21 Moss Way, Cirencester, United Kingdom, GL7 1RS and whose main trading address is 21 Moss Way, Cirencester, United Kingdom, GL7 1RS.

### 2. Information About Us

1. Our Site, [babersmart.uk](http://babersmart.uk), is owned and operated by Barbersmart LTD, a limited company registered in England under 11868175, whose registered address is 21 Moss Way, Cirencester, United Kingdom, GL7 1RS.

### 3. Access to Our Site

1. Access to Our Site is based on a subscription model. The first month after you sign up is free from the next day you need to pay via Paypal for the agreed amount in advance. If payment is not received then access will be removed.
2. It is your responsibility to make any and all arrangements necessary in order to access Our Site.
3. Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part

of it) is unavailable at any time and for any period.

#### 4. Accounts

1. Certain parts of Our Site (including the ability to purchase services from Us) may require an Account in order to access them.
2. You may not create an Account if you are under 18 years of age.
3. When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
4. We require you choose a strong password for your Account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at [infosupport@barbersmart.uk](mailto:infosupport@barbersmart.uk). We will not be liable for any unauthorised use of your Account.
5. You must not use anyone else's Account [without the express permission of the User to whom the Account belongs].
6. Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 16.
7. If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information after 60 days. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.
8. If you close your Account, any content you have created on Our Site will be **deleted after 60 days**.

#### 5. Intellectual Property Rights

1. With the exception of User Content (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
2. Subject to sub-Clause[s] 5.3 [and 5.6] you may not reproduce, copy, distribute, sell, rent, sub-license, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
3. You may:
  1. Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
  2. Download Our Site (or any part of it) for caching;
  3. Print [one copy of any] page(s) from Our Site;
  4. Download extracts from pages on Our Site; and
  5. Save pages from Our Site for later and/or offline viewing.
4. Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
5. You may not re-use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our

licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site whether by business users or consumers.

6. [Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.]

## 6. User Content

1. User Content on Our Site includes (but is not necessarily limited to) details of your Business, Barbers you work with / employ and your end customers.
2. An Account is required if you wish to submit User Content. Please refer to Clause 4 for more information.
3. You agree that you will be solely responsible for your User Content. Specifically, you agree, represent, and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 11.
4. You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
5. You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide license to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-license your User Content for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Content within Our Site.
6. If you wish to remove User Content from Our Site, the User Content in question will be deleted. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
7. We may reject, reclassify, or remove any User Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.
8. We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way.

## 7. Links to Our Site

1. You may link to Our Site provided that:
  1. you do so in a fair and legal manner;
  2. you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

3. you do not use any logos or trademarks displayed on Our Site without Our express written permission; and
  4. you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
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2. You may not link to any page other than the homepage of Our Site, babersmart.uk. Deep-linking to other pages requires Our express written permission. Please contact Us at [infosupport@babersmart.uk](mailto:infosupport@babersmart.uk) for further information.
  3. Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at [infosupport@babersmart.uk](mailto:infosupport@babersmart.uk) for further information.
  4. You may not link to Our Site from any other site the main content of which contains material that:
    1. is sexually explicit;
    2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
    3. promotes violence;
    4. promotes or assists in any form of unlawful activity;
    5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
    6. is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
    7. is calculated or is otherwise likely to deceive another person;
    8. is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
    9. misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
    10. implies any form of affiliation with Us where none exists;
    11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
    12. is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
  5. The content restrictions in sub-Clause 7.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 7.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

## 8. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## 9. Liability and Disclaimers

1. Nothing on Our Site constitutes advice on which you should rely to run your business.
2. Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
3. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning services for sale through Our Site. Please refer to Our Terms of Sale for more information.
4. To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.
5. If you are a business user, we hereby exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
6. Please note that Our Site is intended for business use only, however if, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details on consumer rights, please contact your local Citizens Advice Bureau or Trading Standards Office.
7. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
8. Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.
9. The limitations of liability included in this Clause 9 apply only to the use of Our Site and not to the sale of services, which is governed separately on our pricing page.

## **10. Viruses, Malware and Security**

1. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
2. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
4. You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
5. You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
6. By breaching the provisions of sub-Clauses 10.3 to 10.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## **11. Acceptable Usage Policy**

1. You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 11. Specifically:
  1. you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
  2. you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
  3. you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
  4. you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
2. When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
  1. is sexually explicit;
  2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
  3. promotes violence;
  4. promotes or assists in any form of unlawful activity;
  5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
  6. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  7. is calculated or is otherwise likely to deceive;
  8. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

9. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 11.2);
  10. implies any form of affiliation with Us where none exists;
  11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  12. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
3. We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 11 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
    1. suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
    2. remove any User Content submitted by you that violates this Acceptable Usage Policy;
    3. issue you with a written warning;
    4. take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
    5. take further legal action against you as appropriate;
    6. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
    7. any other actions which We deem reasonably appropriate (and lawful).
  4. We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

## **12. Privacy**

Use of Our Site is also governed by Our Privacy Policy, available below. These policies are incorporated into these Terms of Use by this reference.

## **13. Changes to these Terms of Use**

1. We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
2. In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **14. Contacting Us**

To contact Us, please email Us at [infosupport@babersmart.uk](mailto:infosupport@babersmart.uk) or using any of the methods provided on Our contact page at [www.babersmart.uk](http://www.babersmart.uk)

## 15. Communications from Us

1. If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.
2. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 30 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
3. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [infosupport@babersmart.uk](mailto:infosupport@babersmart.uk)

## 16. Data Protection

1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>>

## 17. Law and Jurisdiction

1. These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
2. If you are a business, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
3. If you are a consumer, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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## PRIVACY POLICY

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### BACKGROUND:

BarberSmart LTD understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of everyone who visits this website, [www.barbersmart.uk](http://www.barbersmart.uk) Our Site will only collect and use your personal data as described in this Privacy Policy. Any personal data we collect will only be used as permitted by law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of this Privacy Policy is requested <<insert point(s) at which acceptance is requested>>



## 1. Information About Us

Our Site is owned and operated by BarberSmart, a Limited Company registered in England under company number 11868175

Registered address: 21 Moss Way, Cirencester, United Kingdom, GL7 1RS.

Main trading address: 21 Moss Way, Cirencester, United Kingdom, GL7 1RS.

Data Protection Officer: Stephen Howe

Email address: [infosupport@barbersmart.uk](mailto:infosupport@barbersmart.uk)

## 2. What Does This Policy Cover?

This Privacy Policy applies only to your use of **Our** Site. Our Site may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

## 3. What Is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

## 4. What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Policy should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 10.
- b) The right to access the personal data we hold about you. Part 9 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 10 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part 10 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal

data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask for a copy of that personal data to re-use with another service or business in many cases.

- i) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 10.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our **use** of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 10.

## 5. What Personal Data Do You Collect and How?

Subject to the following, we do not collect any personal data from you. We do not place cookies on your computer or device, nor do we use any other means of data collection.

Our Site collects certain information automatically, including your IP address, the type of browser you are using, and certain other non-personal data about your computer or device such as your operating system type or version, and display resolution.

If you send us an email, we may collect your name, your email address, and any other information which you choose to give us. For the purposes of the Data Protection Legislation, We are **the** data controller responsible for such personal data.

The lawful basis under the Data Protection Legislation that allows us to use such information is article 6(1)(f) of the GDPR which allows us to process personal data when it is necessary for the purposes of our legitimate interests, in this case, the proper operation and functionality of Our Site. If you contact us as described above, you will be required to consent to **our** use of your personal data to contact you. In this case, our lawful basis for using your personal data will be article 6(1)(a) of the GDPR, which allows us to use your personal data with your consent for a particular purpose or purposes.

## 6. How Do You Use My Personal Data?

Where we collect any personal data, it will be processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with our obligations and safeguard your rights under the Data Protection Legislation at all times. For more details on security see Part 7, below.

As stated above, we do not generally collect any personal data directly from you, but if you contact us and we obtain your personal details from your email, we may use them to respond to your email. The other technical data referred to above is necessary for the technical operation of Our Site and will not normally be used in any way to personally identify you.

We will not share any of your personal data with any third parties for any purposes other than storage on an email and/or web hosting server.

## 7. How and Where Do You Store My Data?

We may store some or all of your personal data in countries that are not part of the European Economic Area (the “EEA” consists of all EU member states, plus Norway, Iceland, and Liechtenstein) **OR** EEA. These are known as “third countries” and may not have data protection laws that are as strong as those in the UK and/or the EEA. This means that we will take additional steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation as follows:

We store your data with an external third party, as detailed below in Part 8, that is based outside of the EEA. The following safeguards are applied:

We will only transfer your personal data to third countries whose levels of data protection are deemed ‘adequate’ by the European Commission. More information is available from the [European Commission](#).

Where we transfer your data to a third party based in the US, the data may be protected if they are part of the EU-US Privacy Shield. This requires that third party to provide data protection to standards similar to those in Europe. More information is available from the [European Commission](#).

Please contact us using the details below in Part 10 for further information about the particular data protection mechanisms used by **us when** transferring your personal data to a third country.

Personal data security is essential to us and to protect personal data, we take the following measures:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data) including notifying you and/or the Information Commissioner’s Office where we are legally required to do so; <https://www.interserver.net/about/datacenter/>

## 8. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of **our** business may continue to use your personal data in the same way that we have used it, as specified in this Privacy Policy (i.e. to communicate with you).

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority

We contract with the following third party for hosting and data storage purposes:

- Interserver.net <https://www.interserver.net/about/datacenter/> This will tell you everything about their datacenter.

If any of your personal data is transferred to a third party, as described above, **we** will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party’s obligations under

the law, as described above in Part 7.

If any personal data is transferred outside of the EEA, we will take suitable steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation, as explained above in Part 7.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy (i.e. to communicate with you).

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

## **9. How Can I Access My Personal Data?**

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a “subject access request”.

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 10.

There is not normally any charge for a subject access request. If your request is ‘manifestly unfounded or excessive’ (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 30 days. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

## **10. How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details (for the attention of Stephen Howe:

Email address: [infosupport@barbersmart.uk](mailto:infosupport@barbersmart.uk)

## **11. Changes to this Privacy Policy**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date. This Privacy Policy was last updated August 2019