

# The Wigley Group

**Commercial Property, Risk & Construction**

## TERMS OF WEBSITE USE

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **WHAT'S IN THESE TERMS?**

These Website Terms of Use tell you the rules for using our website <http://www.thewigleygroup.com> (**our site**).

### **WHO WE ARE AND HOW TO CONTACT US**

Our site is operated by Wigley Commercial Services Limited ("We"). We are registered in England and Wales under company number 06212514 and have our registered office and trading address at 8 The Cobalt Centre Siskin Parkway East, Middlemarch Business Park, Coventry, CV3 4PE. Our VAT number is 130493143.

We are a limited company.

To contact us, please email [reception@thewigleygroup.com](mailto:reception@thewigleygroup.com) or telephone us on 02476 224600.

### **BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept these Website Terms of Use and that you agree to comply with them.

If you do not agree to these Website Terms of Use, you must not use our site.

We recommend that you print a copy of these Website Terms of Use for future reference.

### **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookies Policy, which sets out information about the cookies on our site.

### **WE MAY MAKE CHANGES TO THESE TERMS**

We may amend these Website Terms of Use from time to time. Every time you wish to use our site, please check these Website Terms of Use to ensure you understand the terms that apply at that time.

#### **WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our site from time to time, for example to reflect changes to our products, services or our users' needs.

#### **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **DO NOT RELY ON INFORMATION ON THIS SITE**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

#### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

#### **If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, our site; or

use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation; or

any indirect or consequential loss or damage.

#### **If you are a consumer user:**

Please note that we only provide our site for non-commercial use. This means that you agree not to use our site for any commercial purposes, for example to sell your own goods and/or services, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **RULES ABOUT LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [reception@thewigleygroup.com](mailto:reception@thewigleygroup.com).

### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

#### **If you are a consumer user:**

These Website Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident outside of England and Wales you may also bring proceedings in the country in which you have your primary residence.

#### **If you are a business user:**

These Website Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **OUR TRADE MARKS**

"The Wigley Group" are trade marks of The Wigley Group Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the "*How you may use material on our site*" section of these Website Terms of Use.

## **PRIVACY POLICY**

Wigley Commercial Services Limited ("We") are committed to protecting and respecting your privacy.

This policy (together with our Website Terms of Use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting <http://www.thewigleygroup.com> you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Wigley Commercial Services Limited of 8 The Cobalt Centre, Siskin Parkway East, Middlemarch Business Park, Coventry, CV3 4PE.

### **INFORMATION WE COLLECT FROM YOU**

We will collect and process the following data about you:

- **Information you give us.** This is information about you that you give us by filling in forms on our site <http://www.thewigleygroup.com> (**our site**) or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you subscribe to our service, join our mailing list, search for a product and/or service and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number and personal description.
- **Information we collect about you.** With regard to each of your visits to our site we will automatically collect the following information:
  - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
  - information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products and/or services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page and any phone number used to call our customer service number.
- **Information we receive from other sources.** This is information we receive about you if you use any of the other websites we operate or the other services we provide. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information.

### **COOKIES**

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookies Policy.

## **USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

- **Information you give to us.** We will use this information:
  - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
  - to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
  - to provide you with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer we will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the registration form);
  - to notify you about changes to our service;
  - to ensure that content from our site is presented in the most effective manner for you and for your computer.
- **Information we collect about you.** We will use this information:
  - to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
  - as part of our efforts to keep our site safe and secure;
  - to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
  - to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- **Information we receive from other sources.** We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## **DISCLOSURE OF YOUR INFORMATION**

You agree that we have the right to share your personal information with:

- Any member of the Wigley group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If Wigley Commercial Services Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Website Terms of Use and other agreements; or to protect the rights, property, or safety of Wigley Commercial Services Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **WHERE WE STORE YOUR PERSONAL DATA**

All information you provide to us is stored on our secure servers.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at 8 The Cobalt Centre, Siskin Parkway East, Middlemarch Business Park, Coventry, CV3 4PE.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## **CHANGES TO OUR PRIVACY POLICY**



Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

## **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to 8 The Cobalt Centre, Siskin Parkway East, Middlemarch Business Park, Coventry, CV3 4PE.

## COOKIES POLICY

### INFORMATION ABOUT OUR USE OF COOKIES

www.thewigleygroup.com (**our site**) uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

**Strictly necessary cookies.** These are cookies that are required for the operation of our website.

**Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie	Name	Purpose
PHPSESSID	PHPSESSID	This cookie enables us to:  Estimate our audience size and usage pattern.  Store information about general browsing preferences, and so allow us to customise our site to provide the viewer with information that is targeted towards site interests.  Speed up your searches.  Recognise you when you return to our site unless the browser cache has been deleted.

Cookies may be either “persistent” cookies or “session” cookies. A persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by you before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.