



## **TERMS OF WEBSITE USE**

This page (and the documents it refers to) tells you the terms of use on which you may use our website [www.dinancoaching.com](http://www.dinancoaching.com) (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please do not use our site.

### **ABOUT US**

[www.dinancoaching.com](http://www.dinancoaching.com) is a site operated by Dinan Coaching Ltd ("we" or "us"). We are registered in England and Wales under company number 11535631. Our registered office address is 7 Castle Street, Tonbridge, Kent, TN9 1BH and our email address is [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com).

### **OUR SITE**

We allow access to our site on a temporary basis and we reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.

You must treat as confidential any user identification code, password or other security feature in relation to our site. If, in our opinion, you aren't complying with these terms of use, we have the right to disable any such code, password or feature at any time.

You must comply with the provisions of our Acceptable Use Policy when using our site.

It is your responsibility that anyone who accesses our site through your internet connection is aware of these terms and complies with them.

### **VARIATIONS**

We may revise these terms of use at any time by amending this page or by provisions or notices published elsewhere on our site.

### **INTELLECTUAL PROPERTY RIGHTS**

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

You must not use any part of the materials on our site for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.

If, in our opinion, you are in breach of these provisions, your right to use our site will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

### **RELIANCE ON INFORMATION AND LINKS**

The contents of our site (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

## INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## LINKING TO OUR SITE

You may link to our home page only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our Acceptable Use Policy and must be owned by you.

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

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.

If you wish to make any use of material on our site other than that set out above, please address your request to [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com)

## UPLOADING MATERIAL TO OUR SITE

When you upload material to our site, or make contact with other users of our site, you must comply with our Acceptable Use Policy. If you upload material in breach of our Acceptable Use Policy and we suffer loss as a result, you will reimburse us for such loss.

Any material you upload to our site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties. If any third party claims that any material posted or uploaded by you to our site violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

## VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing any material which 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 failing to comply with this provision, you would commit a criminal offence and your right to use our site will cease immediately and we will report your actions to the relevant authorities.

## OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:

loss of income or revenue;

loss of business;  
loss of profits or contracts;  
loss of anticipated savings;  
loss of data;  
loss of goodwill;  
wasted management or office time; and  
for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.  
This does not affect any liability which cannot be excluded or limited under applicable law.

## JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## ACCEPTABLE USE POLICY

This is the acceptable use policy, which, together with our terms of website use, sets out the terms under which we Dinan Coaching Ltd, Registered in England under 11535631, allow you to use our site [www.dinancoaching.com](http://www.dinancoaching.com) ("site") whether you are a visitor or a registered user. All enquiries should be directed to [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com). Please read the terms of this policy carefully, as by using our site you indicate that you agree to comply with and be bound by them.

### Prohibited uses of our site

Whether you are a visitor or registered user, you must comply with our terms of website use and use our site for lawful purposes only. In particular, you must not use our site for the uses listed (without limitation) below:-

- any fraudulent activity;
- any activity which breaches any applicable law or regulation, whether national or international;
- any activity which may cause or result in harm to a child under 18 years of age;
- sending unsolicited advertising or other content (spam), or entering into any arrangement for such material to be sent;
- reproducing, selling or otherwise handling our site or its contents in breach of our terms of website use;
- knowingly introducing to our site, or transmit or attempt to transmit to any other site, computer or network, viruses, trojans, worms, logic bombs or other material, code or programme which is malicious or technologically harmful;
- attempting to gain unauthorised access to our site, our software, our server, or any server, computer or database connected to our site; or
- attacking our site via a denial-of-service attack or a distributed denial-of service attack.

is defamatory, obscene, offensive, hateful or inflammatory;  
is, or refers to material which is, sexually explicit;  
promotes violence, illegal activity or any form of discrimination;  
infringes any other person's copyright, database right or trade mark;  
threatens, harasses, upsets, embarrasses, alarms or annoys any other person, or is likely to do so;

advocates, promotes or assists any illegal activity;  
is likely to deceive any person or is made in breach of a legal duty owed to a third party (such as a duty of confidence);  
contributing and interacting

Our site may offer users the facilities to upload or contribute content or other material, or to interact with other users. When making use of these facilities, it is your responsibility to ensure that any contribution or interaction is, as far as you are aware, factually correct, represents your honest opinion, and does not breach any applicable law or regulation.

In addition, any contribution or interaction must not include any material which (without limitation):-

invades another's privacy or cause inconvenience or anxiety to any person;  
is used to impersonate any person, or to misrepresent your identity or affiliation with any person; or  
gives the impression that the material emanates from us, if this is not the case.

## MODERATION

If we at any time use our site to provide users with any interactive service, the following moderation provisions will apply:-

we will notify users if moderation is in place, and, if so, whether the moderation is provided by a person or is automated;

if moderation is in place, we will give you a means to contact the moderator;

although we will do our best to assess any risks which such interactive service may pose, we will be under no obligation to moderate it, and we expressly exclude any liability for any loss or damage to any person caused by use of it; and

children should at all times be supervised when using the interactive services on our site, whether such services are moderated or not.

## BREACHES OF THIS POLICY

Any breach of this acceptable use policy will be dealt with in the same way as breach of our terms of website use and we reserve the right to take any other action we reasonably deem appropriate, including restricting your use of our site and/or taking legal action against you. We are not liable for any loss or damage caused by any breach of this acceptable use policy.

### Amendments

Please check this page regularly, as we may revise this acceptable use policy at any time. We may also change or update our acceptable use policy at any time by means of notices published anywhere on our site.

## WEBSITE PRIVACY POLICY

### 1. INTRODUCTION

This privacy notice provides you with details of how we collect and process your personal data through your use of our site [www.dinancoaching.com](http://www.dinancoaching.com)

By providing us with your data, you warrant to us that you are over 13 years of age.

Dinan Coaching Ltd is the data controller and we are responsible for your personal data (referred to as “we”, “us” or “our” in this privacy notice).

Our full details are:

Full name of legal entity: Dinan Coaching Ltd

Email address: [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com)

Postal address: 7 Castle Street, Tonbridge, Kent, TN9 1BH

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com)

## 2. WHAT DATA DO WE COLLECT ABOUT YOU, FOR WHAT PURPOSE AND ON WHAT GROUND WE PROCESS IT

Personal data means any information capable of identifying an individual. It does not include anonymised data.

We may process the following categories of personal data about you:

**Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

**Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground 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.

**User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

**Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

**Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as competitions, prize draws and free give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other

display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

#### Sensitive Data

We do not collect any Sensitive Data about you. Sensitive data refers to data that 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. We do not collect any information about criminal convictions and offences.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com). In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

We do not carry out automated decision making or any type of automated profiling.

### 3. HOW WE COLLECT YOUR PERSONAL DATA

We may collect data about you by you providing the data directly to us (for example by filling in forms on our site or by sending us emails). We may automatically collect certain data from you as you use our website by using cookies and similar technologies.

We may receive data from third parties such as analytics providers such as Google based outside the EU, advertising networks such as Facebook based outside the EU, such as search information providers such as Google based outside the EU, providers of technical, payment and delivery services, such as data brokers or aggregators.

We may also receive data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

### 4. MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by emailing us at [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com) at any time.



If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

## 5. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

Service providers who provide IT and system administration services.

Professional advisers including lawyers, bankers, auditors and insurers

Government bodies that require us to report processing activities.

Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

## 6. INTERNATIONAL

We share your personal data within our group of companies which involves transferring your data outside the European Economic Area (EEA). Countries outside of the European Economic Area (EEA) do not always offer the same levels of protection to your personal data, so European law has prohibited transfers of personal data outside of the EEA unless the transfer meets certain criteria.

Many of our third parties service providers are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we do our best to ensure a similar degree of security of data by ensuring at least one of the following safeguards is in place:

We will only transfer your personal data to countries that the European Commission have approved as providing an adequate level of protection for personal data by; or

Where we use certain service providers, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal data the same protection it has in Europe; or

If we use US-based providers that are part of EU-US Privacy Shield, we may transfer data to them, as they have equivalent safeguards in place.

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

## 7. DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

## 8. DATA RETENTION

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, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers. In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. YOUR LEGAL RIGHTS

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to portability of data and (where the lawful ground of processing is consent) to withdraw consent. You can see more about these rights at [www.ico.org.uk](http://www.ico.org.uk)

If you wish to exercise any of the rights set out above, please email us at [teresa@dinancoaching.com](mailto:teresa@dinancoaching.com).

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 or refuse to comply with your request in these circumstances. 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.

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.

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

## 10. THIRD-PARTY LINKS

This 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 our website, we encourage you to read the privacy notice of every website you visit.

## 11. 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 this website may become inaccessible or not function properly. For more information about the cookies we use, please see below.

## COOKIE POLICY

What's a cookie?

- A "cookie" is a piece of information that is stored on your computer's hard drive and which records how you move your way around a website so that, when you revisit that website, it can present tailored options based on the information stored about your last visit. Cookies can also be used to analyse traffic and for advertising and marketing purposes.



- Cookies are used by nearly all websites and do not harm your system.

If you want to check or change what types of cookies you accept, this can usually be altered within your browser settings. You can block cookies at any time 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.

How do we use cookies?

- We use cookies to track your use of our website. This enables us to understand how you use the site and track any patterns with regards how you are using our website. This helps us to develop and improve our website as well as products and / or services in response to what you might need or want.

- Cookies are either:

- Session cookies: these are only stored on your computer during your web session and are automatically deleted when you close your browser – they usually store an anonymous session ID allowing you to browse a website without having to log in to each page but they do not collect any personal data from your computer; or

- Persistent cookies: a persistent cookie is stored as a file on your computer and it remains there when you close your web browser. The cookie can be read by the website that created it when you visit that website again. We use persistent cookies for Google Analytics.

- Cookies can also be categorised as follows:

- Strictly necessary cookies: These cookies are essential to enable you to use the website effectively, such as when buying a product and / or service, and therefore cannot be turned off. Without these cookies, the services available to you on our website cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet.

- Performance cookies: These cookies enable us to monitor and improve the performance of our website. For example, they allow us to count visits, identify traffic sources and see which parts of the site are most popular.

- Functionality cookies: These cookies allow our website to remember choices you make and provide enhanced features. For instance, we may be able to provide you with news or updates relevant to the services you use. They may also be used to provide services you have requested such as viewing a video or commenting on a blog. The information these cookies collect is usually anonymised.