

# Privacy and Cookies Policy

## INTRODUCTION

This policy sets out and explains how we collect, use and disclose information about you. Flawless Photography Studios Ltd and other related companies in the group are committed to ensuring that your privacy is protected. This policy is also provided to comply with your right to be informed under the General Data Protection Regulation. We have also considered your rights under the privacy and Electronic Communications Regulations. This policy is effective from May 2018.

## WE MAY COLLECT THE FOLLOWING INFORMATION:

- Name, address and date of birth
- Contact information including telephone number and email address
- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers and your orders

We are the controller and the processor of this information. This data has been gathered with your consent from your previous giving of this information, your previous purchase or interest in our products or services. All information recorded should be factual.

## WHAT WE DO WITH THE INFORMATION WE COLLECT

We require this information to understand your needs and provide you with a better service and for the follow reasons:

- We may use this information to improve our products and services.
- We may periodically send promotional emails or promotional literature about new products, special offers or other information which we think you may be find interesting using the email/postal address you have provided.
- From time to time we may also use this information to contact you for market research purposes or to inform you of offers to which you have previously shown legitimate interest and requested further information. We may contact you by email, phone or mail. We may use the information to customise the website according to your interests.
- We will not use your data or sell this to any third parties.

This is done on the basis of your continued consent. Should you withdraw your consent, your data will then be retained and added to our 'Unsubscribed User' lists so that we are aware to no longer provide you with details and information relating to our products and services.

## HOW LONG DO WE KEEP YOUR PERSONAL DATA

Your data will be kept until such time that you request you no longer wish for us to provide you with details and information relating to our products and services and for a further period thereafter of 3

years. This period has been set for the protection of our organisation in the event of any complaint or claim for breach of contract or professional negligence claim. If such a claim has been filed, the data will be retained for a period of 3 years following resolution of that claim and for 3 years following the resolution of any further claims. This period has been determined for the protection of the organisation in the event any professional negligence or breach of contract claims in the event we use representation to defend any claims.

## DATA-SUBJECT RIGHTS

Data Subjects have the following rights:

- The right to be informed.
- The right of access.
- The right to rectification.
- The right to erasure.
- The right to restrict processing.
- The right to object.

## DATA-SUBJECT ACCESS REQUESTS

Data Subjects have the right to receive copy of their Personal Data which is held by the Flawless Photography Studios. In addition, he/she is entitled to receive further information about the processing of their Personal Data as follows:

- the purposes
- the categories of Personal Data being Processed
- recipients/categories of recipient
- retention periods
- information about their rights
- the right to complain to the ICO

You may request details of personal information we hold about you under the GDPR Regulations by email: [info@flawlessmakeovers.co.uk](mailto:info@flawlessmakeovers.co.uk) or in writing to: Flawless Photography Studios Ltd, Kilkenny House, 7 King Street, Leeds, LS1 2HH.

We shall provide the data within 1 month. In exceptional cases we may extend this to 3 months. You will be notified within 1 month when we believe this to be an exceptional case requiring a longer period of compliance.

You have the right to withdraw your consent at any time.

You have the right to lodge a complaint with a supervisory authority such as the Information Commissioner's Office (ICO) or any other of our regulators or accreditors that may regulate or

provide accreditations to us from time to time. We advise that you exhaust our internal complaints procedure prior to referring the matter to any supervisory, regulatory or accrediting body. A copy of our complaints process is available on our website.

## SECURITY

We are committed to ensuring your information is secure. In order to ensure your data is stored securely we have in place suitable physical, electronic and managerial procedures to safeguard and secure all data and information we hold. We have an extensive firewall to protect against any unauthorised access or disclosure. We do not hold or store any credit card information.

## REPORTING A DATA BREACH

The GDPR requires that Flawless Photography Studio reports to the Information Commissioner's Office (ICO) any Personal Data Breach where it is likely that there will be a risk to an individual's rights and freedoms as a result of the Breach. Where the Personal Data Breach results in a high risk to a Data Subject, they also have to be notified unless certain criteria have been met.

Flawless Photography Studios will retain all evidence relating to Personal Data Breaches in particular to enable us to maintain a record of such breaches, as required by the GDPR. A log of Personal Data Breaches will be maintained.

## CONTROLLING YOUR PERSONAL INFORMATION

You may/can choose to restrict the collection or use of your personal information in the following ways:

- Do not tick the box to opt in to receive marketing material / newsletters about our products when contacting us via our website or completing the consultation form in our Studio.
- You can opt out receiving any marketing information from us at any time by emailing: [info@flawlessmakeovers.co.uk](mailto:info@flawlessmakeovers.co.uk) with OPT OUT OF MARKETING INFO in the subject title.

We will not sell, distribute or lease your personal information to any third parties unless we have your permission or are required by law to do so.

## EXTERNAL DISCLOSURE OF CUSTOMER INFORMATION

In the absent of consent, a legal obligation or other legal basis of Processing, Personal Data will not generally be disclosed to third parties.

Parents/spouses/other relatives – Customers' family members do not have a general right to information about their child, partner etc including details of purchases made. Information can only be provided if the customer has given their permission. If someone claiming to be a parent, spouse, partner etc. contacts Flawless Photography Studios wanting information, staff should take their details, contact the customer and ask them to contact the individual directly.

Police – Without a warrant Police have no automatic right to access or records of Personal Data, though voluntary disclosure may be permitted for the purposes of preventing/detecting crime or for the apprehending offenders.

Emergency Disclosures – The Data Protection Act 1998 allows for emergency release of information to protect the individuals ‘vital interests’ eg:

- Disclosure of a known medical condition if a customer were unconscious
- Serious concerns that a customer may harm themselves or others
- The customer has been in contact with someone who has meningitis or other notifiable disease.

#### LINKS TO THIRD PARTY WEBSITES

Our website may contain links to other websites of interest. Once you have selected these links and leave our site you should note that we do not have any control over their website. Therefore, we cannot be held responsible for the protection and privacy of any information which you provide while visiting such sites and this privacy policy does not govern such sites. You should exercise caution and view the privacy policy applicable to the website being viewed.

#### COOKIES

A cookie is a small file which asks permission to be placed on your computer’s hard drive.

Once you agree the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us to analyse data and web page traffic and improve our website in order to satisfy customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you other than the data you choose to share with us.

You can choose to accept or decline cookies.

#### COMPLAINTS OR QUERIES

If an individual wishes to make a complaint or is otherwise dissatisfied with the way their personal information is being processed by Flawless Photography Studios they should refer to the complaint policy which can be found on our website.

We may occasionally update this policy. If you use our services after an update, you consent to the updated policy.

The Terms and Conditions set out in this policy will be governed by and construed with the laws of England and Wales and the English courts will decide any dispute.

If any of these Terms and Conditions is found by any court of competent authority to be unlawful, invalid or unenforceable, in part or in whole, this will not affect the validity of the remaining Terms and Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

No waiver or delay in enforcing our rights under these Terms and Conditions will prevent us from taking action later.

We will not be liable for any breach of these Terms and Conditions beyond our reasonable control.

A person who is not party to these Terms and Conditions will have no right under the contract (Rights of third parties) Act 1999 to enforce any of these terms and Conditions but this will not affect any right or remedy of a third party which exists or is available apart from that act.