

## **GENERAL TERMS AND CONDITIONS OF SALE**

1. These conditions, together with such other terms, conditions and notices as may be set out in any relevant Catalogue, or any separate notice to buyers (together the 'Conditions of Sale'):

- (a) govern the entire relationship between Asset Bidder and actual or prospective Buyers including persons reading Catalogues, or otherwise; and
- (b) contain Asset Bidder's and the Seller's entire agreement with the Buyer or prospective Buyer at auction or at any private sale and all other conditions whether express or implied at common law or by statute as are capable of lawful exclusion are hereby excluded.

These Conditions of Sale and all other contents of any Catalogue are subject to amendment by Asset Bidder by the posting of notices, by oral announcement made by the auctioneer prior to or during the sale, or by way of an agreement in writing signed by the parties concerned.

## **2. Definitions**

In the Conditions of Sale, terms defined below shall have the meanings set forth herein:

- (a) "Buyer" means the person acquiring goods through any online auction conducted by Asset Bidder
- (b) "Buyers Premium" means the premium payable to Asset Bidder by a Buyer under Condition 3 plus VAT thereon
- (c) "Catalogue" includes any advertisement, brochure, estimate, price list and other Asset Bidder or Asset Bidder Affiliated Company's publication;
- (d) "Deficiency" means all handling charges, interest, collection fees, incidental liabilities, costs (including without limitation legal fees and expenses) and storage, removal and insurance fees and with respect to any resale whether by private sale or at public auction any shortfall between the original Hammer Price and the resale Hammer Price, the Expenses of both sales, the Seller's Commission and the Buyer's Premium on both sales and any VAT which may be due;
- (e) "Expenses" in relation to the sale of any lot means Asset Bidder charges and expenses including but not limited to charges and expenses for insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing and shipping costs, reproduction rights fees, costs of testing, searches or enquiries relating to any lot and any applicable VAT;
- (f) "Hammer Price" means the price at which a lot is knocked down by the auctioneer to the Buyer or in the case of a private sale the agreed price, in both instances excluding the Buyer's Premium and any applicable taxes;
- (g) "Seller" means the owner or authorised agent thereof or person in possession of the property consigned, other than Asset Bidder or Asset Bidder Affiliated Companies. If there are multiple owners or an agent or possessor, each shall assume all obligations, liabilities, representations, warranties or indemnities on behalf of the Seller set forth in the Conditions of Sale, jointly and severally;
- (h) "Seller's Commission" means the commission payable to Asset Bidder by a Seller plus applicable VAT;
- (i) "Asset Bidder" means Asset Bidder a division of Worldwide Machinery (Coventry) Limited whose office address is Bristol and West House, Post Office Road, Bournemouth BH1 1BL , company number 06913485;
- (j) "Asset Bidder Affiliated Company" means any company other than Asset Bidder being a subsidiary of Asset Bidder for the time being within the meaning of section 736 of the Companies Act 1985 or a company with shareholders common to those of Asset Bidder;
- (k) "Site" means any website as may be used by Asset Bidder to conduct Online auctions
- (l) "Total Amount Due" means the Hammer Price in respect of the lot sold, together with any Buyer's Premium, VAT chargeable, any customs duties and any additional charges, fees and expenses due from a Buyer or a defaulting Buyer.

### **3. The Buyer**

(a) By participating in this sale, the Buyer agrees to be bound by the terms of these Conditions of Sale. The highest bidder acknowledged as such by the auctioneer will be the Buyer. In the event of doubt on Asset Bidder's part as to the validity of any bid, the auctioneer will have absolute discretion to determine the successful bidder, cancel the sale or to re-offer and re-sell the lot and/or to take such other action as the auctioneer deems fit. Any bidder acting for any person who is not bidding shall be jointly and severally liable with that person for satisfaction of all obligations and liabilities hereunder.

(b) Without any liability to any prospective Buyers:

(i) Asset Bidder may alter or withdraw any lot from the auction for any reason up to the moment at which the hammer falls in relation to such lot(s).

(ii) where two or more consecutive lots are similar in quantity and description offer a choice on any subsequent lots to the Buyer at the same price.

(iii) without ascribing any reason therefor refuse to accept any bid.

(c) Asset Bidder, any Asset Bidder Affiliated Company, the Seller or any agent acting on its behalf may bid for any lot or lots offered for sale at the auction.

### **4. The Buyer's premium**

The Buyer will pay to Asset Bidder a Buyer's premium on the Hammer Price plus VAT for goods purchased through any means.. The Buyer agrees that Asset Bidder when acting as agent for the Seller may also receive commission from the Seller.

### **5. Value Added Tax (VAT)**

The Buyer shall pay any VAT, which may be due on any amounts owed by the Buyer under the Conditions of Sale at the rates prevailing on the day of the auction.

Non-EC Purchasers: VAT will be charged at the UK prevailing rate. Upon receipt of a copy of the bill of lading as proof of export, the VAT will be refunded on the hammer price. VAT will not be refunded unless proof of export is provided within 3 months from the date of the sale. VAT will not be refunded on the Buyer's Premium.

Companies Registered in an EC Member State: - VAT will be charged at the UK prevailing rate. Upon receipt of a copy of the bill of lading as proof of export, the VAT will be refunded on the hammer price. VAT will not be refunded unless proof of export is provided within 3 months from the date of the sale. Asset Bidder will also require the customer's VAT number shown on company headed paper in order to exempt the relevant supply of goods and/or services from United Kingdom VAT. VAT will not be refunded directly by Asset Bidder on the Buyer's Premium but maybe retrieved by the Buyer through a European VAT recovery company.

### **6.. Payment**

(a) The Buyer shall make payment to Asset Bidder of the Total Amount Due in cleared funds on the day of the sale;

(b) All payments must be made in pounds sterling unless otherwise agreed in advance by Asset Bidder;

(c) Accepted forms of payment are electronic bank transfer, banker's draft and debit card. Asset Bidder does not accept payment by cheque or credit card .

(d) If Asset Bidder does not receive payment in accordance with Clauses 6 (a), (b) and (c) above within 10 working days after the sale then it reserves the right to exercise any of the rights and remedies set out in Clause 12 below.

### **7. Ownership of lots purchased**

The ownership of the lot purchased will not pass to the Buyer until the Buyer has paid Asset Bidder in full the Total Amount Due and Asset Bidder has applied such payment to the lot and each such lot has been removed from the premises in its entirety.

## **8. Collection of lots purchased**

(a) Provided always that payment has been made of the Total Amount Due to Asset Bidder, and subject to condition 9 hereof, at the Buyer's sole risk, cost and expense, the Buyer shall collect the lot purchased from the premises at which they are sold (or stored) not later than the time and date specified in the Catalogue and/or notice to purchasers and this condition shall be of the essence of the contract.

(b) Packing and handling of purchased lots is at the entire risk and expense of the Buyer. Asset Bidder is not responsible for acts or omissions by packers or shippers of purchased lots, whether or not such persons or entities are recommended by Asset Bidder.

(c) Access for the purpose of removal of lot(s) will be given only in normal business hours.

(d) It is a condition of sale that, where hold down bolts or studs and Grouting surrounding machinery is exposed by buyers removing that machinery, the floor will be left with out protrusions and flush with floor level, rubbish will be disposed of and the floor swept. Any damage caused in the removal of goods will be made good by the Buyer and the Buyer will indemnify Asset Bidder and the Seller on demand for the full cost and expenses of any rectification work required.

(e) All personnel intending to operate lifting/ moving equipment on site must first produce to the Asset Bidder supervisor, current operating licenses, current equipment certificates and proof of all relevant insurances. They will be expected to work to the The Sellers, Asset Bidder and current Health & Safety regulations and may be ordered off the site at any time for breach of these regulations.

## **9. Supervision of and damage caused by removal of lots purchased**

(a) The Buyer will only remove sold lots from the premises at which they are sold or stored by previous arrangement with, and subject to the supervision of Asset Bidder or its appointed representative(s). Any disconnection of any lot from the main electricity supply shall be undertaken by a fully qualified electrician at a point below the junction box.

(b) If, in Asset Bidder's opinion, removal of any lot or part thereof will be likely to cause damage to the said premises or any other damage Asset Bidder may by notice to the Buyer rescind the sale of such lot or permit the removal thereof from the premises subject to such conditions as it may think fit to impose pursuant to Condition 9(c).

(c) The Buyer will be responsible for all damage that it, its carriers or its agents may do to the property of any third party (and in particular to the Seller's premises) in removing the lot(s) it has purchased. Should Asset Bidder consider such damage likely to occur, it may require the Buyer to deposit with Asset Bidder such sum of money as Asset Bidder may require as security for the cost of making good such damage. Should the Buyer refuse to deposit such monies, Asset Bidder may refuse the Buyer access to the premises for the purpose of collecting all or any of the lot(s) it has purchased or rescind the sale of such lot(s) pursuant to Condition 9(b).

## **10. Third party claims**

Should any third party claim possession of or title to all or part of a lot prior to its removal from the said premises, Asset Bidder reserves the right to rescind the sale thereof or to permit the removal thereof from the Seller's premises subject to such conditions as it may see fit to impose.

## **11. Transfer of risk**

Risk of loss and damage to any lot purchased shall pass to the Buyer upon the fall of the hammer. The Buyer is advised to effect any insurance it may consider necessary. Any duty of Asset Bidder and/or the Seller to deliver lots shall be deemed performed upon the fall of the hammer even if a lot is subsequently damaged and/or part thereof has been lost.

## **12. Remedies for non- payment or failure to collect purchases**

If the Total Amount Due is not paid on any lot or the Buyer fails to collect the lot in each case in accordance with the Conditions of Sale the Buyer will be in default and Asset Bidder, as agent of the Seller or for itself, as appropriate, shall, at its absolute

discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following rights and remedies:

- (a) proceed against the Buyer for damages for breach of contract;
- (b) cancel or rescind the sale of that or any other lots sold to the defaulting Buyer at the same or any other auction, retaining as compensation all payments made by the Buyer referable to any losses, costs or expenses incurred by the Seller or Asset Bidder as a result of the Buyer's default;
- (c) re-sell the lot or cause it to be re-sold by Asset Bidder or any Asset Bidder Affiliated Company by public auction or private sale, and hold the Buyer liable for the Deficiency. The defaulting Buyer hereby agrees that any resale price at public auction shall be deemed commercially reasonable;
- (d) hold the Buyer liable for the Total Amount Due and the Deficiency;
- (e) reduce the Total Amount Due or the Deficiency or any other amounts the Buyer owes to Asset Bidder or any Asset Bidder Affiliated Company by:
  - (i) any proceeds of sale then due to or thereafter becoming due to the Buyer from Asset Bidder or any Asset Bidder Affiliated Company; or
  - (ii) any payment made by the Buyer to Asset Bidder or any Asset Bidder Affiliated Company, whether or not intended to reduce the Buyer's obligation hereunder;
- (f) until payment of all outstanding amounts due to Asset Bidder or any Asset Bidder Affiliated Company have been made in full, exercise a lien on any property of the defaulting Buyer which is in the possession of Asset Bidder or any Asset Bidder Affiliated Company for any purpose and to sell the same;
- (g) charge the Buyer a minimum handling charge payable to Asset Bidder by the Buyer of one per cent (1%) plus VAT of the Total Amount Due per month commencing on the seventh day after the sale and for each successive month or any part thereof;
- (h) insure, remove and store the lot either at Asset Bidder' premises or elsewhere at the sole risk and expense of the defaulting Buyer;
- (i) charge the Buyer interest at a rate not exceeding five per cent (8%) above the base rate the Bank of England on the Total Amount Due to the extent it remains unpaid for more than seven days after the date of the auction.
- (j) hold the Buyer liable to indemnify Asset Bidder against any loss or damage suffered by Asset Bidder which directly or indirectly is attributable to the nature of any plant, equipment or machinery of that lot or any other lots whether through breakage rust, decay, desiccation, leakage, wastage, inherent or latent defect or vice or natural deterioration.

### **13. Liability of Asset Bidder, any Asset Bidder Affiliated Company and Sellers**

- (a) All goods are sold "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT RECOURSE". Illustrations, pictures or videos posted in the Catalogue or on the Site are for the convenience of the Buyers only.
- (b) Asset Bidder has used its reasonable endeavours to ensure that the description of each lot(s) appearing in the Catalogue or on the Site are accurate, but the Buyer relies upon such description at its own risk.
- (c) Buyers should satisfy themselves prior to the sale as to the condition of the lot and should exercise and rely on their judgment as to whether the lot accords with its description at their own risk.
- (d) Subject to the obligations accepted by Asset Bidder under these Conditions of Sale neither the Seller nor Asset Bidder nor any of its employees or agents are responsible for errors of description or for the genuineness or authenticity of any lot and no warranty whatever is given by Asset Bidder or its employees or agents or the Seller to the Buyer in respect of any lot and any express or implied conditions or warranties are hereby excluded to the greatest extent permitted by law.
- (e) Notwithstanding anything contained in the Conditions of Sale, any claim against Asset Bidder, its servants or agents, or any Asset Bidder Affiliated Company, its servants or agents, by the Buyer shall be limited to the Hammer Price and Buyer's Premium actually paid by the Buyer to Asset Bidder with regard to that lot.

(f) Asset Bidder sells as agent for the Seller (except where it wholly or partly owns any lot as principal) and as such is not responsible for any default by the Seller.

(g) Where the Buyer loads any item of plant, machinery or equipment contained in a lot or lots to remove it from the site, Asset Bidder shall be under no liability whatsoever to the Buyer or any third party for any damage however so caused by the removal and the Buyer shall be responsible for and indemnify Asset Bidder against any damage or loss which Asset Bidder may suffer or incur in respect of loss, damage or injury suffered by the Buyer's employees or any third party arising from the removal of the plant, machinery or equipment.

(h) Neither the Seller nor Asset Bidder recommend any other organisation or represent the competence of any other organisation representatives or advertising literature of which is at or about the auction premises by reason of the fact of the Seller or 1<sup>st</sup> MA have allowed such representation or literature to be available or distributed at the auction premises.

(i) Subject to these Conditions of Sale, Asset Bidder shall not be liable for and the Buyer will hold Asset Bidder harmless in all regards for any loss, expense, cost, claim or damage suffered by the Buyer as a result of accessing and using the website of Asset Bidder or any linked site.

#### **14. Health and Safety at Work Etc Act 1974**

It is expressly brought to the Buyer's attention that at the time of sale any item of plant machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work Etc Act 1974 or any other act or acts or regulations thereunder governing the use of that plant machinery or equipment in a working environment. Buyers of any such plant machinery or equipment are hereby required to ensure at their own expense that its use at a place of work within the United Kingdom does not contravene such relevant act or regulation thereunder applicable thereto.

#### **15. Toxic Chemicals and Dangerous Substances**

(a) It is expressly brought to the attention of Buyers (actual or prospective) that goods within lots could contain hazardous materials or dangerous chemicals which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Etc Act 1974, Control of Substances Hazardous to Health Regulations 1988 or any other current legislation covering the use of such substances in a working environment.

(b) The Buyer must at its own expense comply with all current legislation and regulations in relation to the removal/disposal of waste including hazardous waste and may be required to satisfy Asset Bidder in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor at the Buyer's expense.

#### **16. Telephone and absentee bids**

Asset Bidder may if so instructed execute bids on behalf of prospective Buyers. Neither Asset Bidder nor its servants or agents are responsible for any neglect or default relating to bids made in connection with absentee or telephone bids, including, without limitation, any telecommunications errors or failures.

#### **18. Estimates**

Asset Bidder makes no representations or warranties as to the anticipated selling price of any item of property. No estimates anywhere made by Asset Bidder, its servants or agents, whether in writing or orally, may be relied upon as a prediction of the actual selling price. Estimates in Catalogues, receipts and elsewhere are subject to revision by Asset Bidder from time to time in the exercise of its sole discretion.

#### **20. Representations and statements**

Any representation or statement by Asset Bidder in any Catalogue, condition report or elsewhere and whether oral or in writing as to authenticity, genuineness, origin,

date, age, provenance, condition, reserve price or estimated selling price is a statement of opinion only and not of fact. Neither Asset Bidder nor its servants, officers, directors or employees are responsible for the correctness or such opinions, whether made orally or in writing.

## **21 Notices, Choice of Law and Venue**

(a) Any notice by Asset Bidder to a Buyer or prospective Buyer may be given by first class post, airmail, facsimile or hand-delivery either to such person directly, or at the last address known to Asset Bidder, or any representative or agent acting on his behalf at his last address known to Asset Bidder and if so given shall be deemed to have been duly received by the addressee 48 hours after posting or 24 hours after sending by facsimile or hand-delivery.

(b) ALL DISPUTES RELATING TO THESE CONDITIONS OF SALE BETWEEN PARTICIPANTS IN ANY AUCTION (INCLUDING BUYERS) AND ASSET BIDDER SHALL BE EXCLUSIVELY GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ENGLAND. PARTICIPANTS AND ASSET BIDDER HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS OVER ANY CLAIMS, DISPUTE OR MATTER ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THEIR ENFORCEABILITY.

(c) Nothing contained in these Terms and Conditions shall affect the right to serve process in any other manner permitted by the laws of the country in which service is to be effected.

(d) Any dispute or difference arising out of any transaction to which the Conditions of Sale apply and all matters connected therewith shall, at the election of Asset Bidder, be referred to arbitration or otherwise to litigation to be conducted in either event in London, England. Each actual or prospective Buyer agrees to appoint irrevocably an agent for service of process in England immediately upon receipt of a request from Asset Bidder to do so.

(e) These Conditions of Sale are drawn up in the English language. If these Conditions of Sale are translated into another language, the English language text prevails.

## **22. Conditions specific to On Line Auctions**

22.1 By participating in an Online Auction the Buyer consents to be bound by these Conditions of Sale in addition to those set out above.

22.2 Asset Bidder may at its discretion or upon the instruction of the Seller:

22.2.1 alter or withdraw all or any lots up to the moment at which such lot(s) are indicated as "SOLD" (the "Announcement of Sale");

22.2.2 where a reserve has been placed on any lot, withdraw that lot in the event that the highest bid price at the end of the Online Auction does not meet the reserve;

22.2.3 bid for any lot or lots offered for sale at the Online Auction on its own account or on behalf of a third party; and/or

22.2.4 combine (including in bulk), sub-divide or amend a lot or lots as the Auctioneer deems appropriate.

22.2.5 Asset Bidder may participate as sellers in Online Auctions from time to time.

22.2.6 Buyers agree that Asset Bidder and/or, where applicable, the Auctioneer may at any time and from time to time without notice:

(i) discontinue an Online Auction either temporarily or permanently; or

(ii) extend an Online Auction beyond the period indicated on the Site.

22.3 Subject to the reserve price (if any) being met, each lot shall be sold to the highest bidder. All sales are final. In the event of any dispute arising between buyers such dispute shall be dealt with in such manner as Asset Bidder may in its absolute discretion determine. Asset Bidder reserves the right to resell any lot in dispute by putting it up for auction again. Asset Bidder reserves the right to rescind any sale for any reason in which case the buyer's sole remedy shall be the refund of the amount of the purchase price and any Buyer's Premium actually paid. The completion of a sale shall be indicated on the Site by showing the item as "SOLD" online - if an Online Auction for a lot closes

without the lot being sold, it will show as "CLOSED", if a lot is withdrawn, it will show as "WITHDRAWN". In addition an email will be sent to the successful bidder, an invoice will be emailed and a hard copy invoice dispatched within 24 hours.

22.4 Bidding shall be regulated by Asset Bidder in such manner as it may think fit and, without prejudice to the generality of the foregoing, Asset Bidder may without ascribing any reason therefore, refuse to accept any bid or may facilitate automatic bids on behalf of buyers during the Online Auction process.

22.5 The Site will show a separate Notice to Purchasers for each Online Auction which will stipulate a payment date ("Payment Date") for each lot in an Online Auction and the date by which the goods will have to be removed by the successful buyer ("Clearance Date" or "Removal Date") and certain other terms and conditions which form part of these Terms and Conditions. Cleared funds must be received before the goods can be released.

22.6 Unless otherwise provided for in the Notice to Purchasers for the Online Auction in question, immediately after the Announcement of the Sale, the Buyer shall pay the purchase price. Buyers shall pay by electronic funds transfer or bankers draft or hereby expressly authorise Asset Bidder to charge Buyer's debit card for the amount. Unless otherwise provided for in the Notice to Buyers, the successful Buyer shall pay the full purchase price of the lot (including in addition Buyer's Premium and any value added tax or the equivalent or similar sales taxes) to Asset Bidder on behalf of the seller (in cleared funds) on or before the Payment Date. More information about the applicable taxes may be given in the Notice to Purchasers for the Online Auction in question, however, buyers should seek their own tax advice. The Buyer agrees that invoices may be issued in electronic form by email.

22.7 Any bank charges in respect of conversion or transfer of monies shall be met by the Buyer. If goods are exported, tax refunds, VAT exemptions or zero rating may apply, tax refunds (if any) will be made by Asset Bidder, subject to receipt of (i) satisfactory proof of export by the buyer; (ii) the corresponding amount of tax refund from the relevant tax authority or the seller and (iii) the relevant tax forms (if applicable).

22.8 By placing a Bid on a lot, the buyer represents, warrants and undertakes that it has the authority and capacity to enter such Bid and close the transaction and that any Bid that it makes constitutes an irrevocable offer to buy the lot in question for the full amount of the Bid.

22.9 Upon the Announcement of Sale the buyer shall assume all risks in and relating to such lots. The duty of Asset Bidder and/or the seller to make lots available shall be deemed performed upon Announcement of Sale even if a lot is subsequently damaged and/or part thereof has been lost.

22.10 Property and title in each lot shall not pass to the Buyer until:

22.10.1 full payment therefore has been received; and

22.10.2 each such lot has been removed from the seller's premises in its entirety.

22.11 In addition to clause 13 above Asset Bidder shall have no liability for any loss, claim, cost, expense, damages or liability which a Buyer may incur through use of the Site, nor relating to any information contained on the Site or any website linked thereto nor for anything downloaded from the Site or any linked site.

### **23. Miscellaneous**

(a) The headings in the Conditions of Sale do not form part of the Conditions of Sale, but are for convenience only.

(b) In the event that any provisions of the Conditions of Sale should be held unenforceable for any reason, the remaining portions hereof shall remain in full force and effect.

(c) No act, failure to act or partial act by Asset Bidder shall be deemed a waiver of any of its rights hereunder.

(d) The singular includes the plural and vice versa where the context permits.

(e) The Conditions of Sale shall not be assignable by the Buyer without the prior written agreement of Asset Bidder.

(f) Where terms have special meanings ascribed to them, a glossary may appear

before Lot 1 in the Catalogue of the auction.

(g) Any waiver by Asset Bidder of a breach of any provision of the Conditions of Sale shall not be considered as a waiver of any subsequent breach of the same or any other provision.

## **PAYMENTS FOR SUCCESSFUL BIDS**

On the completion of the auction, the Buyer of an item will receive email notification. Payment for the relevant Lot is due immediately. An invoice will be automatically emailed to Buyer and a hard copy will be dispatched within 24 hours.

The following payment methods are acceptable to Asset Bidder:

**Electronic bank transfer – CHAPS same day payment or BACS**

**Bankers Draft**

**WE DO NOT ACCEPT CREDIT CARDS OR CHEQUES**

**We insist on cleared funds prior to the release of goods**

## **ASSET BIDDER PRIVACY POLICY**

This privacy policy sets out how we use and protect any information that we obtain when you use this website. We are committed to ensuring that your privacy is protected. Should we ask you to provide information by which you can be identified when using this website, it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

### **What we collect**

We may collect information on your name, email address, demographic information such as postcode, preferences and interests and other information relevant to auctions, customer surveys and/or offers.

### **What we do with the information we gather**

We require this information to understand your needs and provide you with a better service, and in particular for internal record keeping. We may use the information to improve our products and services. We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided. We may contact you by email, phone or mail. We may use the information to customise the website.

### **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

**Links to other websites**

This privacy policy only covers our website. Websites that we link to from our site are **not** covered by this policy.

**Controlling your personal information**

With any personal information we collect we will at all times comply with the requirements of the **Data Protection Act 1998**. Full details of this Act, and your rights concerning data protection and access to information, can be found at the [Information Commissioner's Office \(ICO\) website](#).

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

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to us at Bristol & West House, Post Office Road, Bournemouth BH1 1BL.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.