

SENATOR INTERNATIONAL LIMITED
CONSUMER TERMS AND CONDITIONS

1. THESE TERMS

These are the terms and conditions on which Senator International Limited (company registered number 01323955), whose registered office is at Syke Side Drive, Altham Business Park, Accrington, Lancashire, BB5 5YE (VAT number GB 29146560) (We, Us, Our) supply the Products made available and as communicated to you (Products).

Please read these terms carefully before you submit your order to Us. These terms tell you who We are, how We will provide Products to you, how you and We may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact Us to discuss.

As you are a consumer and not a business, you enjoy additional rights in some areas. If you are a business and you are reading the wrong terms and conditions then please call 01282 725000.

2. NOTICES AND SERVICE AVAILABILITY

You can contact Us by telephoning Our customer service team at 01282 725000 or by writing to Us at Sales@thesenatorgroup.com or at the address first set out above.

If We have to contact you We will do so by telephone or by writing to you at the email address or postal address you provided to Us in your order.

When We use the words "writing" or "written" in these terms, this includes emails.

The Products are available for purchase within the UK Mainland only. Please call customer services for any orders required outside of the UK Mainland.

Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

Your order to Us is your offer to purchase the Products you have ordered, on and subject to these terms, and subject to Our acceptance of your order. You are entitled to withdraw your order at any time up to the moment that We accept it.

All orders are subject to availability and to acceptance by Us, and We will acknowledge receipt of your order by sending Our order acknowledgement confirming that We are processing it and to which these terms and conditions will be attached, notwithstanding that they may have already been brought to your attention. Where, in advance of you submitting the order, these terms and conditions had:

- (a) been brought to your attention, Our order acknowledgement shall be classified as Our acceptance and the Contract shall be deemed to have been formed; or
- (b) not been brought to your attention, Our order acknowledgement shall be deemed to be the offer to enter into the Contract on the basis of your order and deemed to be accepted and the Contract formed should you not cancel the order within a period of 24 hours thereafter.

4. PRODUCT SPECIFICATIONS

Imagery—
The images of the Products are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the colours displayed accurately reflects the colour of the Products. The Product may vary slightly from those images due to manufacturing tolerances. Although We have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated may be subject to certain percentage tolerance depending on the type of Product.

Product Specification—
Prior to ordering, please check the dimensions of the Products you are proposing to order to ensure they will fit into your chosen location, this information can be found on each product page.

The details, fabrics and designs of Our Products are constantly changing and evolving. We reserve the right to change the specification of Our Products without prior notice in relation to future sales.

We will endeavour to match the colour and texture of the fabric of your Product to the samples chosen as accurately as possible, but variations in both the colour and texture may occur. The measurements of all Products provided are as accurate as possible, but some slight variances may apply.

Fabrics and Fabric Samples—
There can be slight variations between fabric batches. The most common variation is that of colour – though the actual variation is often almost negligible or very slight. Whilst We guarantee to make all your order from the same batch, We cannot guarantee that subsequent orders will match your original order. We cannot accept any responsibility for fading or discolouration due to exposure to direct or indirect sunlight. Sunlight affects different fabrics in different ways, but sunlight, whether direct or indirect, will nevertheless always affect fabric colour. Darker fabrics, because they have further to fall, are liable to discolour and fade more. Different fabrics, dark or light are liable to fade or discolour at different rates. We also cannot accept any responsibility for fading or discolouration due to exposure or contact with any chemicals sprayed nearby or applied directly.

5. RIGHTS TO MAKE CHANGES

Your Rights—
If you wish to make a change to the Product you have ordered please contact Us. We will let you know if the change is possible. If it is possible We will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If We cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

Our Rights—
We may change the Product to:
– reflect changes in relevant laws and regulatory requirements; and
– implement minor technical adjustments and improvements, which changes will not affect your use of the Product in a materially adverse way.

In addition, as We informed you in the description of the Product, We may have to make more significant changes to these terms or the specification of the Product, but if We do so We will notify you and you may then contact Us to end the Contract before the changes take effect and receive a refund for any Products paid for but not received.

6. CANCELLATION AND RETURNS

Cancellation Rights—
Once an order has been delivered you will have 14 days to return the Product(s) for any reason. You do not have a right to change your mind in respect of any Products:

- (a) which are bespoke and/or made to measure; and
- (b) you have modified or have become mixed inseparably with other items after their delivery.

For the Products you have 14 days after the day you (or someone you nominate) receives the Products, unless the Products are:

- (a) split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Products; or
- (b) for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Products. **How to Cancel—**
To cancel an Order, you must inform Us in writing as soon as possible but not a event within the 14 days stated above. This may be done either by:
(a) emailing Us at Sales@thesenatorgroup.com Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) writing to Us at Syke Side Drive, Altham Business Park, Accrington, Lancashire, BB5 5YE, including details of what you bought, when you ordered or received it and your name and address.

Returning the Products—
The Products must be returned to Us in the same condition in which they are received. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, We have a right to retain a reasonable percentage of the purchase price as compensation for any damage to the Products and for our additional costs incurred.
Bespoke items will be non-refundable or returnable. In the circumstance that a Product has defects or damage please contact Us immediately and take photographs to evidence the issues. All original packaging must be kept.

Making the Refund—
We will pay the costs of return if:
(a) the Products are faulty or misdescribed; or
(b) you are ending the Contract because We have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside Our control or because you have a legal right to do so as a result of something We have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return. If you are responsible for the costs of return and We are collecting the Product from you, We will charge you the direct cost to Us of collection.

We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, We may make deductions from the price, as described below.

If you are exercising your right to change your mind We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If We refund you the price paid before We are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay Us an appropriate amount.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) if We have not offered to collect the Products, your refund will be made within 14 days from the day on which We receive the Product back from you or, if earlier, the day on which you provide Us with evidence that you have sent the Product back to Us.
- (b) in all other cases, your refund will be made within 14 days of your telling Us you have changed your mind.

7. AVAILABILITY AND DELIVERY

Delivery of the Products will be made as soon as reasonably possible and in any event within 30 days of acceptance of your order.

We will endeavour to fulfil your order within the estimated time periods stated above unless there are exceptional circumstances. Occasionally a delivery date may be postponed. This may occur for various reasons for example material shortages or higher than anticipated demand for a Product. We will keep you informed if a postponement is necessary and discuss revised timescales with you. We are not liable for any charges you may incur due to delayed or cancelled deliveries.

For Products sent using Our delivery carrier service you are required to sign a Proof of Delivery note to acknowledge receipt of the Products. The signature of the person accepting delivery at the delivery address will be proof that you or the person to whom the order is addressed has received delivery and of the condition of the Product at the time of delivery. Deliveries will be doorstep only.

If you are not at home when the Product is delivered, We will attempt to leave the product with a neighbour. If this isn't possible We will leave you a note informing you of how to rearrange delivery.

If you do not re-arrange delivery We will contact you for further instructions and may charge you for storage and further delivery costs. If, despite Our reasonable efforts, We are unable to contact you or re-arrange delivery you will be responsible to pay any charges incurred by Us and We may choose to end the Contract.

For smaller items that We send by parcel courier, there is no obligation to check the Products while the courier is with you. However, you are required to inspect the Products for visible damage within 2 days of the delivery date and advise Us if damage has been found so that We can arrange a replacement or refund. After this time, We will not accept responsibility for any damage reported, given the possibility that damage may have occurred after Products have been delivered.

If We accidentally damage a Product in the course of delivery, then Our liability for that damage is limited to the repair, refund or replacement of that Product or for a refund of your purchase price.

We endeavour to ensure that Our delivery team are polite and exercise all reasonable skill and care in delivering the Product to you. To the fullest extent permitted by law We shall not be liable to you for any accidental damage to your property or person resulting from delivery of Our Products.

We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Product as requested by you or notified by Us to you.

8. RISK AND TITLE

The Products will be at your risk from the time of delivery to you. Ownership of the Products will only pass to you when We have received payment in full of all sums due in respect of the Products.

9. PRICE

The price of any Products will be as quoted from time to time, except in cases of obvious error. These prices will be subject to any promotional offer or discount where applicable, include VAT at the prevailing rate.

Pricing Errors—
We sell a large number of Products and it is always possible that, despite Our best efforts, some of them may be incorrectly priced. We will normally verify prices as part of Our dispatch procedures so that, where a Products correct price is less than Our stated price, We will charge the lower amount when dispatching the Product to you. If a Products correct price is higher than the price stated, We will normally, at Our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after We have sent you an Order Acceptance Confirmation.

If We accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, We may end the Contract, refund you any sums you have paid and require the return of any Products provided to you.

Payment—
Payment for all Products must be by credit or debit card, PayPal or such other payment method as is made available to you.

We accept payment by all major credit and debit cards except American Express. We take full payment for the whole price and all other charges when you place your order and We are not obliged to process your order or produce or dispatch any Products or provide any services until payment in full has been received by Us.

10. OUR MANUFACTURER'S WARRANTY

Warranty—
We provide a warranty to you that any Product purchased from Us in accordance with these terms and conditions will, on delivery, and for the following 12 months, conform in all material respects with its description, be of satisfactory quality and be reasonably fit for all the purposes for which Products of that kind are commonly supplied.

In the event of a claim under this warranty being made against your Product the following will apply:

- (a) up to 30 days: if the Products are faulty you are entitled to a full refund; or
- (b) up to 6 months: if the Products can't be repaired or replaced you are entitled to a full refund; or
- (c) between 6 months and up to 12 months: if you are able to prove that the Products were faulty as at delivery, if the Products can't be repaired or replaced you are entitled to a full refund.

In all cases We are within Our rights to request images and/or to inspect the Product to verify the fault.

If you wish to exercise your legal rights to reject Products you must either return them in person to where you bought them, post them back to Us or (if they are not suitable for posting) allow Us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01282 725000 or email Us at Sales@thesenatorgroup.com for a return label or to arrange collection.

- Exclusions—**
The warranty may not be transferred and does not cover:
- fair wear and tear
 - neglect, abuse or misuse of your Product
 - loss of damage (including rusting and corrosion) due to unreasonable exposure to water or weather; loss or damage due to fire, smoke, explosion, lightning, sunlight, infestation by animals or boring insects;
 - theft, or accidental damage or loss caused by a third party; any specification provided by you; – if you fail to assemble, operate or use the Products in accordance with the user instructions provided with the Products; or
 - any alteration or repair to the Products undertaken by you or by a third party who is not authorised by Us.

We will not be liable for any direct or indirect loss of profits or other financial loss or damage arising out of defective, damaged or wrongly delivered Products, over and above the value of the Products themselves. This does not affect your statutory rights.

The warranty is limited to Products sold and retained in the UK Mainland, and used solely for private and domestic purposes.

11. OUR RIGHTS TO END THE CONTRACT

We may end the contract for a Product at any time by writing to you:

- (a) you do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Products; and
- (b) you do not, within a reasonable time, allow Us to deliver the Products to you or collect them from Us.

If We and the Contract in the situations set out in this clause above We will refund any money you have paid in advance for Products We have not provided but We may deduct or charge you reasonable compensation for the net costs We will incur as a result of your breaking the Contract.

We may write to you to let you know that We are going to stop providing the Product. We will let you know as soon as reasonably practicable in advance of Our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.

12. OUR LIABILITY

Our liability for losses you suffer as a result of Us breaking this Contract is strictly limited to the purchase price of the Product you purchased and those losses which are foreseeable (being those which are obvious that they will arise or if discussed between you and Us).

- This does not include or limit in any way Our liability:
- for death or personal injury caused by Our negligence;
 - under section 2(3) of the Consumer Protection Act 1987; - for fraud or fraudulent misrepresentation; or
 - for any matter for which it would be illegal for Us to exclude, or attempt to exclude, Our liability.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and Us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

As you have indicated that you are a consumer We are only supplying the Products to you for domestic and private use. If you use the Products for any commercial, business or re-sale purposes We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and Us is binding on you and Us and on Our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without Our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of Our rights or obligations arising under it, at any time during the term of the Contract.

14. HOW WE USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to Us:

- (a) to supply the Products to you;
- (b) to process your payment for the Products; and
- (c) if you agreed to this during the order process, to give you information about similar Products that We provide, but you may stop receiving this at any time by contacting Us.

We may pass information on to suppliers and third parties for the purpose of delivery and fulfilling the Order. We will only give your personal information to other third parties where the law either requires or allows Us to do so or in accordance with Our Privacy Policy.

15. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by events outside Our reasonable control including but not limited to any strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or pandemic, natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and the acts, decrees, legislation, guidance regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.

16. WAIVER

If We fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default. No waiver by Us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Our 'Written Communications' Policy.

17. SEVERABILITY

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

These terms and any document expressly referred to in them represent the entire agreement between Us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between Us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of Us relies on, or will have any reliance in respect of any representation or warranty (whether made innocently or negligently) that is set out in these terms and conditions or the documents referred to in them.

Each of Us agrees that Our only liability in respect of those representation and warranties that are set out in this Contract (whether made innocently or negligently) will be for breach of contract. Nothing in this paragraph limits or excludes any liability for fraud.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order Products from Us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify you of the change to those policies or these terms and conditions before We send you the Order Confirmation (in which case We have the right to assume that you have accepted the change to the terms and conditions, unless you notify Us to the contrary within 14 days of receipt by you of the Products).

20. THIRD PARTY RIGHTS

This Contract is between you and Us. No other person shall have any rights to enforce any of its terms. Neither of Us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

21. LAW AND JURISDICTION

Subject to your rights as a consumer:

- (a) Contracts for the purchase of the Products 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) will be governed by English law; and
- (b) any dispute or claim arising from, or related to such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

SENATOR INTERNATIONAL LIMITED PRIVACY POLICY

LAST UPDATE — OCTOBER 2020

The Senator Group

PRIVACY POLICY

- Introduction
- Who we are and how to contact us
- How we collect your personal information
- The types of information we collect
- Ensuring your personal information is only used where lawful
- Why we collect your personal information and how we use it
- The Privacy and Electronic Communications Regulations (PECR)
- Sharing your information
- Business Administration and Legal Compliance
- How can I unsubscribe from marketing communications?
- How long do we keep your personal information for?
- Confidentiality and security of your personal information
- How to access your information and your other rights
- Changes to this Privacy Policy

INTRODUCTION

Senator International Limited is committed to protecting your personal information. It's your information, and we respect that. Our Privacy Policy gives you detailed information on when and why we collect your personal information, how we use it and how we keep it secure. This Policy also sets out your right to request that we delete, update, transfer or provide you with access to your personal information. This Policy should be read alongside our Terms & Conditions.

WHO WE ARE AND HOW TO CONTACT US

We are Senator International Limited (company registered number 01323955), whose registered office is at Syke Side Drive, Altham Business Park, Accrington, Lancashire, BB5 5YE.

Senator International Limited is the data controller responsible for your personal information and is registered at the UK Information Commissioner's Office with registration number: Z7485695.

HOW WE COLLECT YOUR PERSONAL INFORMATION

Generally, we collect your information when you decide to interact with us. This could include purchasing online, over the phone or in person or when you sign up to receive emails from us. We also process information about how customers use our website, so that we can offer the best possible experience.

We collect information in a number of ways, examples of which are listed below:

- When you register or use our website (www.thesenatorgroup.com)
- When you contact us by telephone or email
- When you sign up to receive marketing newsletters
- When completing any surveys that we send to you for research purposes (although you are under no obligation to complete these)
- When completing any forms for transactional or other purposes
- When you buy products or services from us;
- When you use or are a customer of any of our other services or offering
- When you visit our website.

THE TYPES OF INFORMATION WE COLLECT

We only collect the information that's necessary to carry out our business, provide the particular service you've requested and to keep you up to date about all the latest exciting Senator Group news.

INFORMATION WE OBTAIN DIRECTLY FROM YOU

Here are some examples of information we collect about you when you interact with us:

- Title
- Name and Surname
- Email address
- Date of Birth
- Contact phone number(s)
- Purchase information (including items and prices)
- Interactions with us e.g. contacting our Customer Service, visitors logs
- Delivery address(es)
- Billing address
- Health and disability information
- Attendance at events
- Preferred store, categories and brand
- Appointment booking and information given during appointments
- Alterations and repair requests
- Content of correspondence / messages
- Information obtained through automated technologies or interactions. If you interact with our website, we may automatically collect technical information about your equipment, browsing actions and patterns.

INFORMATION WE OBTAIN INDEPENDENTLY FROM YOU

- Your information may be shared with us by independent organisations, for example other organisations that we have worked with. These independent organisations will only do so when there is a lawful basis to do so. You should check their Privacy Policy when you provide your information to them, to understand fully how they will process and safeguard your data. These independent organisations may include:
- Third Party Organisations - We may combine information you have given to us with additional information made available from / shared with us by external sources. This will only be done when we both have a lawful basis to do so.
- Information updates - From time to time we may screen our database against recognised data files, such as the National Change of Address file, to help us keep our database up to date. Ensuring your personal information is only used where lawful in order for our use of your personal information to comply with applicable data protection law, that use by us needs to fall under at least one of the specific lawful reasons that are set out in applicable data protection law.

We will only use personal information when the law allows us to. Most commonly, we will use personal information in the following circumstances:

- Where we need to perform a contract we are about to enter into or have entered into with users and customers.
- Where we need to comply with a legal obligation.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we have obtained your consent (for example to send third party direct marketing communications to you via email or text message). You have the right to withdraw consent to such marketing at any time.

Where your personal information is completely anonymised, we do not require a legal basis to use it as the information will no longer constitute personal information that is regulated under data protection laws. However, our collection and use of such anonymised personal information may be subject to other laws where your consent is required.

WHY WE COLLECT YOUR PERSONAL INFORMATION AND HOW WE USE IT

At Senator International Limited, we like to get to know our customers – after all, this is how we find new ways to provide you with an amazing experience. We use information about you in a number of ways, including providing the services that you have requested, offering you a personalised experience and informing you about exclusive events or exciting brand news. We might also use the information we have to contact you about any information we might need to process your orders, returns or queries.

EXAMPLES OF HOW WE USE YOUR DATA ARE AS FOLLOWS:

- To carry out our business and to provide a service or carry out a contract with you.
- Fulfilment of, and delivery of, products and services you have ordered. We may share your personal information with our delivery partners and third-party concessions.
- Process payments. Senator International Limited does not store any payment card numbers once the transaction has been completed. We may share your personal information with credit card companies and other payment providers and acquirers. These third parties will be responsible for the handling of your personal data for these purposes and their privacy policies will set out how they do this.
- Contact you with important information relating to an enquiry or purchase, or use and administration of any of our services, such as confirming your order, letting you know about returns and refunds and any information in relation to that service. We may share your information with our communication partners for this purpose.

WHERE WE HAVE YOUR CONSENT

- Send you marketing updates via email about all the latest news, events and offers at Senator International Limited. You can unsubscribe at any time by clicking the unsubscribe link in any email. We share your personal information with a variety of third-party email marketing providers who assist us in delivering our email marketing campaigns to you.
- We will use any health and disability information provided to ensure that an order is relevant to your needs and that any special requirements relating to delivery and installation are acted upon.

WHERE WE HAVE JUSTIFIABLE REASON (LEGITIMATE INTEREST)

- Respond to customer service enquiries raised in the showroom, online, social media or on the phone.
- Send a welcome, abandoned basket or wish list email via third party suppliers.
- Invite you to provide feedback about our products and services in the form of online, email, or in-store surveys. We use this information to help us improve the quality of service provided; to monitor the quality of our products and services and to assist with the selection of future product and service lines.
- Conduct postal marketing. We may share your personal information with a variety of third party postal providers who assist us in delivering our postal marketing campaigns to you, including the post office.
- Analyse aggregated customer information with other interactions customers have in order to continually improve the products and services we offer. We do this using third parties such as Google Analytics and Microsoft Dynamics.
- For classifying our audience into groups or segments, using shopping habits information regarding your personal or professional interests, demographics, experiences with our products and contact preferences. These segments help us to understand our customers better. We do this using Customer Relationship Management systems.
- Measure and understand how our customers respond to our website and to a variety of marketing activity so we can ensure our activity is well targeted, relevant and effective.
- Detect and reduce fraud and credit risk.

THE PRIVACY AND ELECTRONIC COMMUNICATIONS REGULATIONS (PECR)

Where we have collected your contact details in our showrooms in the process of a sale (or negotiations of a sale) of a product or service, we may send you marketing updates via email. We will only send you marketing updates about our products and services.

You will be able to say no to receiving these emails when we first collect your contact details and you will be able to unsubscribe in every subsequent communication from us or at any time by contacting us.

SHARING YOUR INFORMATION

We use third party platforms to manage and deliver customer relationship management (CRM); email marketing campaigns; online advertising; customer analytics; events; booking of appointments; fulfilment of orders; delivery; returns; refunds; IT services; etc. In providing the services, your personal information will, where applicable, be used by the service provider on our behalf.

We will check any third party that we use to ensure that they can provide sufficient guarantees regarding the confidentiality and security of your personal information. We will have written contracts with them which provide assurances regarding the protections that they will give to your personal information and their compliance with our data security standards and international transfer restrictions.

BUSINESS ADMINISTRATION AND LEGAL COMPLIANCE

In certain circumstances, we share and/or are obliged to share your personal information for business administration and legal compliance purposes with third parties outside Senator International Limited.

We may use your personal information in connection with a business transition (such as a merger, acquisition by another company, or a sale of all of or portion of our assets), to enforce our legal rights and/or to protect the rights of third parties and it is in our legitimate interest to do so. It may be necessary to share your personal information with external professional advisors such as lawyers and accountants, or insurers or financial institutions.

We may use your personal information for legal compliance purposes and to enforce our legal rights. In such instances it will be necessary to share your personal information with external parties such as administrative authorities (HMRC), the Financial Conduct Authority, police and public prosecutors or to comply with a court order. We may also use your personal information to undertake customer checks to know our customers and verify their identity. We will use your information to conduct online searches to assist us with meeting our legal requirements. We may also be required to share your information to report any suspicious and/or criminal activity including fraud, sanctions infringement and money laundering. It is our legal obligation to do so.

HOW CAN I UNSUBSCRIBE FROM MARKETING COMMUNICATIONS?

If at any point you do not wish to hear from us there are a number of ways you can unsubscribe.

- You can click on the "unsubscribe" link in any communication that we send to you by email which will automatically unsubscribe you from that type of communication. Each "unsubscribe" link only relates to that specific type of communication (e.g. general marketing communications, specific marketing or survey communications. This means that unsubscribing from general marketing communications will not automatically unsubscribe you from specific marketing or our survey communications (or vice versa). Please also note that you may continue to receive communications which are already on their way to you for a short period of time while your relevant unsubscribe request is being processed.

- Alternatively, you may contact our customer service team by calling 01282 725000 Monday to Friday: 9am-5pm or by contacting us by email at sales@thesenatorgroup.com

HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION FOR?

We will only retain your personal information 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. Details of retention periods for different aspects of your personal information are available upon request. To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

CONFIDENTIALITY AND SECURITY OF YOUR PERSONAL INFORMATION

We are committed to keeping the personal information you provide to us secure and we will take reasonable precautions to protect your personal information from loss, misuse or alteration. We do not sell your personal information for any purpose.

We have implemented information security policies, rules and technical measures to protect the personal information that we have under our control from:

- unauthorised access
- improper use or disclosure
- unauthorised modification
- unlawful destruction or accidental loss

All of our employees and data processors (i.e. those who process your personal information on our behalf, for the purposes listed above), who have access to, and are associated with the processing of personal information, are contractually obliged to respect the confidentiality of the personal information of all users of our services.

HOW TO ACCESS YOUR INFORMATION AND YOUR OTHER RIGHTS

You have the following rights in relation to the personal information we hold about you:

- **Your right of access**
If you ask us, we'll confirm whether we're processing your personal information and, if so, provide you with a copy of that personal information (along with certain other details). If you require additional copies, we may need to charge a reasonable fee.
- **Your right to correct information**
If the personal information we hold about you is inaccurate or incomplete, you're entitled to have it corrected. If we've shared your personal information with others, we'll let them know about the changes where possible. If you ask us, where possible and lawful to do so, we'll also tell you who we've shared your personal information with so that you can contact them directly.
- **Your right to delete information**
You can ask us to delete or remove your personal information in some circumstances such as where we no longer need it or if you withdraw your consent (where applicable). If we've shared your personal information with others, we'll let them know about the erasure where possible. If you ask us, where it is possible and lawful for us to do so, we'll also tell you who we've shared your personal information with so that you can contact them directly.
- **Your right to data portability**
You can ask us to 'block' or suppress the processing of your personal information in certain circumstances such as where you contest the accuracy of that personal information or you object to us processing it. It won't stop us from storing your personal information though. We'll tell you before we lift any restriction. If we've shared your personal information with others, we'll let them know about the restriction where it is possible for us to do so. If you ask us, where it is possible and lawful for us to do so, we'll also tell you who we've shared your personal information with so that you can contact them directly.
- **Your right to object**
You can ask us to stop processing your personal information, and we will do so, if we are: Relying on our own or someone else's legitimate interests to process your personal information, except if we can demonstrate compelling legal grounds for the processing; or Processing your personal information for direct marketing.
- **Your rights in relation to automated decision-making and profiling**
You have the right not to be subject to a decision when it's based on automatic processing, including profiling, if it produces a legal effect or similarly significantly affects you, unless such profiling is necessary for entering into, or the performance of, a contract between you and us.
- **Your right to withdraw consent**
If we rely on your consent (or explicit consent) as our legal basis for processing your personal information, you have the right to withdraw that consent at any time.
- **Your right to lodge a complaint with the supervisory authority**
If you have a concern about any aspect of our privacy practices, including the way we've handled your personal information, you can report it to the UK Information Commissioner's Office (ICO). You can find details about how to do this on the ICO website at <https://ico.org.uk/concerns/> or by calling their helpline on 0303 123 1113.

CHANGES TO THIS PRIVACY POLICY

We may make changes to this Privacy Policy from time to time.

To ensure that you are always aware of how we use your personal information, we will update this Privacy Policy from time to time to reflect any changes to our use of your personal information. We may also make changes as required, to comply with changes in applicable law or regulatory requirements. We will notify you by e-mail of any significant changes. However, we encourage you to review this Privacy Policy periodically to be informed of how we use your personal information.