

PRIVACY POLICY

INTRODUCTION

This Privacy Policy explains what information Highfield Estates (Blackpool) Limited collect about you and why, what we do with that information, how we share it, and how we handle the content you place in our products and services. It also explains the choices available to you regarding our use of your personal information and how you can access and update this information.

Highfield Estates (“We”, “us”, or “our”) are strongly committed to issues of privacy and this policy sets out our approach to the collection, storage, usage and transfer or disclosure of collected information. To ensure that we are deserving of your continuing trust, we provide this Privacy Policy and promise not to collect, use, share, or retain your personal data in a manner inconsistent with these terms.

Please review this Privacy Policy carefully as you, the user or visitor, must agree to it in its entirety in order to continue to access our Services, which include our website, www.highfieldestates.co.uk

SERVICES

This policy applies to any visitors to this web address or users of our Services provided at this web address. This web site is also one of our Services.

THE INFORMATION THAT WE COLLECT

a. Personal Data. When you visit our web site, we obtain your explicit consent to our use of cookies and other tracking technologies, through your interaction with the notification that is displayed when you visit our web site. Such technologies record information about visitors, such as IP address, referring URL, unique browser characteristics, and cookie information. While the information collected by trackers is not linked by us to your name or identity, all visitors and users should be aware that the information may be sufficient to allow third party marketing networks to provide advertising that would be more relevant to you. We also collect certain personal data, which you voluntarily provide when you use the web site to communicate with us or register for a user account to access our Services. This data can be used to identify you, such as your name, e-mail address, mailing address, and telephone number.

b. Special Categories of Sensitive Personal Data. Our Services do not collect data considered to be sensitive personal data, especially as defined by European Law. Accordingly, our Services do not knowingly collect any information about your race, national origin, sexual preference or practices, disabilities, political affiliations, philosophical beliefs, trade-union memberships, or health.

c. We Do Not Collect Information from Children or Market to them. You must be 18 or older to access our Services. We do not intentionally market to, solicit, provide services to, or store the information of minors.

HOW WE USE YOUR INFORMATION

We may use your information to:

- Enhance or improve user experience of our Services;
- In accordance with the performance of any agreement with you;
- Learn information about our audience, such as the rough geographic location of our visitors, what devices they are using to access our services, the times of visits, and whether they are repeat visitors;
- Process transactions with you;
- Send e-mails and updates to you about our Services;
- Perform any other function that we believe in good faith is necessary to protect the security or proper functioning of our Services.

Before retaining your information for any period longer than necessary to fulfil the stated uses, or before changing the stated uses of your personal information, we will obtain the explicit consent of all users. Visitors who are not users will be notified of changes to this policy through the publication of the date of this policy's drafting, and prior versions shall be available for viewing on this website.

ACCESSING, EDITING, AND REMOVING YOUR INFORMATION

If you create an account with us, you are able to review, edit, delete, and export, the personal data that you have provided to us by logging into your account for Services and utilizing options in your user profile. Although most changes may occur immediately, information may still be stored in a web browser's cache. We take no

responsibility for stored information in your cache, or in other devices that may store information, and disclaim all liability of such. In addition, we may, from time to time, retain residual information about you in our backups where it may be impractical or impossible for us to access this information, or we may retain information regarding our past transactions with you for our own records.

HOW AND WHY WE USE COOKIES

We use cookies to create a session and remember a type of user as they access this web site. We obtain explicit consent from you through your interaction with the notification that is displayed when you visit our web site. Cookies provide additional security and convenience beyond simply identifying users based on their IP address, such as individual settings about your preferences, or information necessary to deliver the user experience. For this reason, it is necessary that you enable cookies in your browser, and you hereby acknowledge that we have informed you of our use of cookies and that you consent to our use of cookies in relation to your computer system. You may disable cookies, but we cannot guarantee that the web site or Services will function properly. You may also wish to use an internet search engine, and enter a text search for "How to disable cookies". Please be advised that disabling cookies, using a "private browsing" feature, or even using specialized browsers and virtual private network connections will not provide complete anonymity on the Internet.

WE DO NOT CONTROL THIRD-PARTY WEBSITES

We may post links to third party websites within our Services. Such posting is in no way an endorsement of the privacy terms or policies that relate to these websites. We bear no responsibility for the data collected or used by any advertiser or third-party website at these URLs. We do not screen these third-party websites or web services, and you release us from any liability for the conduct of these third-party websites. Please be aware that this Privacy Policy and the rest of the Agreement do not create any rights enforceable by third parties. Please review the privacy policy and terms of service for each site you visit through third party links.

SOME THIRD PARTIES WILL HAVE ACCESS TO YOUR DATA

Although you are entering into an agreement with us to disclose your information to us, we do use third party individuals and organizations to assist us, including contractors, web hosts, and others.

Throughout the course of our provision of our Services to you, we may delegate our authority to collect, access, use, and disseminate your information. For example, our web host stores the information that you provide us, and we may hire outside contractors to perform maintenance or assist users in securing our Services.

To the extent that we use third parties to process your data, we execute agreements with these data processors to ensure that they follow strong standards for privacy and security.

It is, therefore, necessary that you grant the third parties we may use in the course of our business the same rights that you afford us under this Privacy Policy. For this reason, you hereby agree that for every authorization which you grant to us in this Privacy Policy, you also grant to any third party that we may hire, contract, or otherwise retain the services of for the purpose of operating, maintaining, repairing, or otherwise improving or preserving our website or its underlying files or systems. You agree not to hold us liable for the actions of any of these third parties, even if we would normally be held vicariously liable for their actions, and you agree that you must take legal action against them directly should they commit any wrong against you.

Without limiting the parties that we that we may use, you specifically authorise us to collect, store, share, and otherwise, use your information in conjunction with Google Analytics, for further information follow this link: <https://www.google.com/policies/privacy/>

SOCIAL MEDIA

Communication, engagement and actions taken through external social media platforms that this website and its owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively. Users are advised to use social media platforms wisely and communicate/engage upon them with due care and caution in regard to their own privacy and personal details. This website nor its owners will ever ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email. This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question.

Users are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account. This website and its owners through their social media platform accounts may share web links to relevant web pages. By default some social media platforms shorten lengthy urls [web addresses]. . Users are advised to take caution and good judgment before clicking any shortened urls published on social media platforms by this website and its owners. Despite the best efforts to ensure only genuine urls are published many social media platforms are prone to spam and hacking and therefore this website and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

FURTHER INFORMATION

- **Data Protection Act 1998**
- **Privacy and Electronic Communications Regulations 2015**
- **Twitter Privacy Policy**
- **Facebook Privacy Policy**
- **Google Privacy Policy**
- **Linkedin Privacy Policy**

WE MAY HAVE TO RELEASE YOUR INFORMATION FOR LEGAL PURPOSES

At times, it may become necessary to release your information in response to a request from a government agency or a private litigant with valid authority. You agree that we may disclose your information to a third party where we believe, in good faith, that we must do so for purposes of a civil action, criminal investigation, or other legal matter pursuant to a request by a competent authority. In the event that we receive a subpoena affecting your privacy, we may notify you to give you an opportunity to legally intervene, or we may attempt to block the subpoena ourselves, but we are not obligated to do either. We may also proactively report you, and release your information to, third parties where we believe that it is prudent to do so for legal reasons, such as our belief that you have engaged in illegal or fraudulent activities. You release us from any damages that may arise from or relate to the release of your information in response to a request from law enforcement agencies or private litigants.

YOU AGREE TO RECEIVE MESSAGES FROM US UNLESS YOU TELL US OTHERWISE

Providing your email address or physical address to us establishes a relationship with us through which we may contact you. Providing this information also demonstrates your consent that we may use this information for purposes disclosed in this Privacy Policy. You may unsubscribe from certain communications by notifying us that you no longer wish to receive solicitations or information and we will endeavour to prevent you from receiving further such communication.

WE ARE SECURE, AND WE RECOMMEND YOU ALSO TAKE PRECAUTIONS

We have in place all generally accepted standards of technology and operational security in order to protect the personal information submitted to the Site from loss, misuse, alteration or destruction and to ensure compliance with the requirements of all applicable data protection and privacy legislation. However, we make no representations as to the security or privacy of your information and all users of the Site submit personal information to the Site at the user's own risk.

It is in our interest to keep our Services secure, but we strongly recommend that you use anti-virus software, firewalls, unique passwords, and other precautions to protect yourself from security threats.

DATA CONTROLLER

Highfield Estates (Blackpool) Limited (registered in England under registration number 06116782 and with a registered address 118 Highfield Road Blackpool Lancashire FY4 2JF is the data controller of any personal data collected through the Site and will process such information in accordance with the provisions of the Data Protection Act 1998 and to the applicable data protection law. Any enquiries relating to data protection issues should be sent to us marked for the attention of the Data Controller at enquiries@highfieldestates.co.uk

YOUR INFORMATION MAY BE TRANSFERRED INTERNATIONALLY

Your information may be transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the European Union and provide information to us, you acknowledge that we transfer personal information to the European Union and process it there. Your use of our website constitutes consent to this Privacy Policy and represents your agreement to that transfer.

15. UPDATES TO THIS PRIVACY POLICY.

We may amend this Privacy Policy from time to time. When we amend this Privacy Policy, a brief description of any material modification and the date it went into effect will be placed in the “Historical Modifications” section at the end of the Privacy Policy, as appropriate. You must read that section each time you use our Services and your continued use of our Services shall constitute your acceptance of any such amendments. Under no circumstances shall you have the right or ability to amend, modify, supplement, or alter this Privacy Policy in any way.

TERMS OF USE

Note also that your use of the Highfield Estates Site is subject to our Terms of Use, which contain disclaimers and limitations of liability. We recommend that you also review the Terms of Use, which is detailed below before accessing our Sites.

MARKETING

HIGHFIELD ESTATES use the information you provide us with to keep you informed about products or services which we provide and which we believe you may be interested in. Where we conduct marketing we do so in accordance with applicable laws.

Where you contact us through the 'contact' page of Our Site, or make an enquiry in branch or on the phone to us or , we will use the details you have supplied to us to provide you with our general property marketing by email unless you choose to 'opt-out' of these communications. If you do 'opt-out' then we will not send you information relating to our general property marketing by email. We may however contact you in future by phone where we reasonably believe (on the basis of services that we are providing to you) that there are additional, different services which you may be interested in. This may be, for example to offer you mortgage and protection services when we are assisting you with your search for a property, or to offer you property insurance services at the point at which you have exchanged contracts for the purchase of a house or agreed a tenancy, or to offer you conveyancing services. We rely on legitimate interests as a lawful basis for processing your information to conduct this above marketing and we ensure you always have the right to opt-out of receiving marketing communications from us. **If you wish to never receive any form of marketing communication from us you can let us know by contacting us (using the details provided below).**

Other than as explained above, we do not pass on your information to other companies for their own marketing purposes but from time to time we may tell you about services offered by other organisations and ask whether you would like to be provided with marketing by these organisations.

If, at any time, you prefer not to receive further communications from us (except in connection with information, products or services that you specifically request), you will have the ability to unsubscribe from such communications by contacting us.

WEBSITE TERMS AND CONDITIONS OF USE

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

THIS WEB SITE IS MADE AVAILABLE TO USERS ON THE BASIS OF THE TERMS AND CONDITIONS. YOUR USE OF THIS WEB SITE SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. HIGHFIELD ESTATES ACTIVITIES

Any person contemplating any contractual relationship with **HIGHFIELD ESTATES** must seek independent legal advice.

2. LIMITATION OF LIABILITY

The Internet is not a completely reliable transmission medium. **HIGHFIELD ESTATES** does not accept any liability for any data transmission errors such as data loss or damage or alteration of any kind. Whilst **HIGHFIELD ESTATES** uses all reasonable skill and care in compiling the information contained in this website, errors or omissions may occur because of factors inherent in internet systems, e.g. unauthorised access or hardware, software or operator error or malfunction in data transmission.

3. INDEMNITY

You agree to indemnify, defend, and hold harmless **HIGHFIELD ESTATES**, its affiliates and licensors, and the officers, partners, employees, and agents of **HIGHFIELD ESTATES** and its affiliates and licensors, from and against any and all claims, liabilities, damages, losses, or expenses, including legal fees and costs, arising out of or in any way connected with your access to or use of this website.

4. LINKED WEBSITES

This site may be linked to third party websites or contain information provided by third parties.

HIGHFIELD ESTATES does not make any representation as to the accuracy or completeness of such websites or information, has not and will not review or update such websites or information, and cautions browsers that any use made of such websites or information is at their own risk. **HIGHFIELD ESTATES** does not accept any liability arising out of the information contained on any linked website or information on this site provided by a third party and the use of such sites and information is at your own risk.

5. GOVERNING LAW AND JURISDICTION

The information on this site is directed only at persons or entities in any jurisdiction or country where such access to information contained on this site and use of such information is not contrary to local law or regulation. It is your sole responsibility to be aware of and to observe all laws and regulations applicable to you in your country of residence and in any other country the laws of which are capable of affecting you. The agreement between **HIGHFIELD ESTATES** and you relating to your access to and use of the Websites is subject to English law.

6. INTERPRETATION

HIGHFIELD ESTATES is the trading name for Highfield Estates (Blackpool) Limited a company incorporated in England and Wales with company registration no. 06116782

7. REGISTERED OFFICE ADDRESS:

**HIGHFIELD ESTATES
118 HIGHFIELD ROAD
BLACKPOOL
LANCASHIRE
FY4 2JF**

For any enquiries relating to this policy, please contact: Highfield Estates, 118 Highfield Road, Blackpool, Lancashire, FY4 2JF

Email: enquiries@highfieldestates.co.uk

Telephone: 01253 404882

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