

# Terms and conditions of use

## Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Prior&Sons Ltd trading as Prior & Sons Garden Specialists, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Prior & Sons Ltd trading as Prior & Sons Garden Specialists and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Prior&Sons Ltd trading as Prior & Sons Garden Specialists and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

## Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Prior & Sons Ltd trading as Prior & Sons Garden Specialists, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Prior&Sons Ltd trading as Prior & Sons Garden Specialists.

## Prohibited use

4. You may not use the Website for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
  - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## **Registration**

5. You must ensure that the details provided by completing the contact form you register are at all times correct and complete.
6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
8. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

## **Links to other websites**

9. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Prior&Sons Ltd trading as Prior & Sons Garden Specialists or that of our affiliates.
10. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
11. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.'

## **Privacy Policy and Cookies Policy**

12. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please scroll to page 5 of this document.

## **Availability of the Website and disclaimers**

13. Any online facilities, tools, services or information that Prior&Sons Ltd trading as Prior & Sons Garden Specialists makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Prior&Sons Ltd trading as Prior & Sons Garden Specialists is under no obligation to update information on the Website.
14. Whilst Prior&Sons Ltd trading as Prior & Sons Garden Specialists uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
15. Prior&Sons Ltd trading as Prior & Sons Garden Specialists accepts no liability for any disruption or non-availability of the Website.

16. Prior&Sons Ltd trading as Prior & Sons Garden Specialists reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

### **Limitation of liability**

17. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

18. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

19. To the maximum extent permitted by law, Prior&Sons Ltd trading as Prior & Sons Garden Specialists accepts no liability for any of the following:

a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

b. loss or corruption of any data, database or software;

c. any special, indirect or consequential loss or damage.

### **General**

20. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

21. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

22. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

24. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

26. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

### **Prior&Sons Ltd trading as Prior & Sons Garden Specialists details**

27. Prior&Sons Ltd trading as Prior & Sons Garden Specialists of 15 wilderness Gardens, Northiam ,Rye, East Sussex, TN316GB operates the Website [www.priorandsons.co.uk](http://www.priorandsons.co.uk).

You can contact Prior&Sons Ltd trading as Prior & Sons Garden Specialists by email on [enquiries@priorandsons.co.uk](mailto:enquiries@priorandsons.co.uk) or by post, 15 Wilderness Gardens Northiam Rye East Sussex TN31 6GB.

### **Attribution**

28. These terms and conditions were created using a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).

# Privacy policy

This privacy policy applies between you, the User of this Website and Prior&Sons Ltd Trading as Prior and Sons Garden Specialists , the owner and provider of this Website. Prior&Sons Ltd Trading as Prior and Sons Garden Specialists takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website.

This privacy policy should be read alongside, and in addition to, our Terms and Conditions, which can be found at: [www.priorandsons.co.uk](http://www.priorandsons.co.uk).

**Please read this privacy policy carefully.**

## Definitions and interpretation

1. In this privacy policy, the following definitions are used:

<b>Data</b>	collectively all information that you submit to Prior&Sons Ltd Trading as Prior and Sons Garden Specialists via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws;
<b>Cookies</b>	a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below ( <b>Cookies</b> );
<b>Data Protection Laws</b>	any applicable law relating to the processing of personal Data, including but not limited to the Directive 96/46/EC (Data Protection Directive) or the GDPR, and any national implementing laws, regulations and secondary legislation, for as long as the GDPR is effective in the UK;
<b>GDPR</b>	the General Data Protection Regulation (EU) 2016/679;
<b>Prior&amp;Sons Ltd Trading as Prior and Sons Garden Specialists , or us</b>	Prior and Sons Ltd Garden Specialists of Northiam, East Sussex, TN31 6GB;
<b>UK and EU Cookie Law</b>	the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC

---

Directive) (Amendment) Regulations 2011;

---

**User or you**

any third party that accesses the Website and is not either (i) employed by Prior&Sons Ltd Trading as Prior and Sons Garden Specialists and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Prior &Sons Ltd Trading as Prior and Sons Garden Specialists and accessing the Website in connection with the provision of such services; and

---

**Website**

the website that you are currently using, www.priorandsons.co.uk, and any sub-domains of this site unless expressly excluded by their own terms and conditions.

---

2. In this privacy policy, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this privacy policy.

**Scope of this privacy policy**

3. This privacy policy applies only to the actions of Prior&Sons Ltd Trading as Prior and Sons Garden Specialists and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.
4. For purposes of the applicable Data Protection Laws, Prior&Sons Ltd Trading as Prior and Sons Garden Specialists is the "data controller". This means that Prior and Sons Garden Specialists determines the purposes for which, and the manner in which, your Data is processed.

**Data collected**

5. We may collect the following Data, which includes personal Data, from you:
  - a. name;
  - b. contact Information such as email addresses and telephone numbers;
  - c. information regarding their enquiry relating to our services;
  - d. in each case, in accordance with this privacy policy.

## **How we collect Data**

6. We collect Data in the following ways:

- a. data is given to us by you; and
- b. data is collected automatically.

## **Data that is given to us by you**

7. Prior&sons Ltd Trading as Prior and Sons Garden Specialists will collect your Data in a number of ways, for example:

- a. when you contact us through the Website, by telephone, post, e-mail or through any other means;
  - b. our website enquiry form;
- in each case, in accordance with this privacy policy.

## **Data that is collected automatically**

8. To the extent that you access the Website, we will collect your Data automatically, for example:

- a. we automatically collect some information about your visit to the Website. This information helps us to make improvements to Website content and navigation, and includes your IP address, the date, times and frequency with which you access the Website and the way you use and interact with its content.
- b. we will collect your Data automatically via cookies, in line with the cookie settings on your browser. For more information about cookies, and how we use them on the Website, see the section below, headed "Cookies".

## **Our use of Data**

9. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:

- a. internal record keeping;
- b. in order to respond to enquiry;

in each case, in accordance with this privacy policy.

10. We may use your Data for the above purposes if we deem it necessary to do so for our legitimate interests. If you are not satisfied with this, you have the right to object in certain circumstances (see the section headed "Your rights" below).

## **Who we share Data with**

11. We may share your Data with the following groups of people for the following reasons:

- a. our employees, agents and/or professional advisors - in order to respond to an enquiry;

in each case, in accordance with this privacy policy.

## Keeping Data secure

12. We will use technical and organisational measures to safeguard your Data, for example:

- a. Data will never be shared with third parties.
- b. We store data on secure servers and limit access to staff only.

13. Technical and organisational measures include measures to deal with any suspected data breach. If you suspect any misuse or loss or unauthorised access to your Data, please let us know immediately by contacting us via this e-mail address: [enquiries@priorandsons.co.uk](mailto:enquiries@priorandsons.co.uk).

14. If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit [www.getsafeonline.org](http://www.getsafeonline.org). Get Safe Online is supported by HM Government and leading businesses.

## Data retention

15. If you become a client, your name, address, email address and phone number will be added to our client list and will be stored securely in our office.

Unless a longer retention period is required or permitted by law, we will only hold your Data on our systems for 6 months or for the period necessary to fulfil the purposes outlined in this privacy policy or until you request that the Data be deleted.

16. Even if we delete your Data, it may persist on backup or archival media for legal, tax or regulatory purposes.

17. If you do not become a client your data will be removed from our system after 6 months or when requested .

## Your rights

18. You have the following rights in relation to your Data:

- a. **Right to access** - the right to request (i) copies of the information we hold about you at any time, or (ii) that we modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.
- b. **Right to correct** - the right to have your Data rectified if it is inaccurate or incomplete.
- c. **Right to erase** - the right to request that we delete or remove your Data from our systems.
- d. **Right to restrict our use of your Data** - the right to "block" us from using your Data or limit the way in which we can use it.
- e. **Right to data portability** - the right to request that we move, copy or transfer your Data.
- f. **Right to object** - the right to object to our use of your Data including where we use it for our



legitimate interests.

19. To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please contact us via this e-mail address: [enquiries@priorandsons.co.uk](mailto:enquiries@priorandsons.co.uk).
20. If you are not satisfied with the way a complaint you make in relation to your Data is handled by us, you may be able to refer your complaint to the relevant data protection authority. For the UK, this is the Information Commissioner's Office (ICO). The ICO's contact details can be found on their website at <https://ico.org.uk/>.
21. It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

### **Links to other websites**

22. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

### **Changes of business ownership and control**

23. Prior&Sons Ltd Trading as Prior and Sons Garden Specialists may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Prior& Sons Ltd Trading as Prior and Sons Garden Specialists . Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
24. We may also disclose Data to a prospective purchaser of our business or any part of it.
25. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

### **Cookies**

26. This Website may place and access certain Cookies on your computer. Prior&Sons Ltd trading as Prior and Sons Garden Specialists uses Cookies to improve your experience of using the Website. Prior&Sons Ltd Trading as Prior and Sons Garden Specialists has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.
27. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.
28. Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling Prior&Sons Ltd Trading as Prior and Sons Garden Specialists to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.
29. This Website may place the following Cookies:

Type of Cookie	Purpose
Strictly necessary cookies	These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
Analytical/performance cookies	They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
Functionality cookies	These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

30. You can find a list of Cookies that we use in the Cookies Schedule.

31. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.

32. You can choose to delete Cookies at any time; however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.

33. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

34. For more information generally on cookies, including how to disable them, please refer to [aboutcookies.org](http://aboutcookies.org). You will also find details on how to delete cookies from your computer.

## General

35. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

36. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.

37. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

38. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

### **Changes to this privacy policy**

39. Prior&Sons Ltd trading as Prior and Sons Garden Specialists reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations.

You may contact Prior&Sons Ltd trading as Prior & Sons Garden Specialists by email at [enquiries@priorandsons.co.uk](mailto:enquiries@priorandsons.co.uk).

### **Attribution**

40. This privacy policy was created using a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).

**30 April 2019**

## Cookies

Below is a list of the cookies that we use. We have tried to ensure this is complete and up to date, but if you think that we have missed a cookie or there is any discrepancy, please let us know.

Strictly necessary

We use the following strictly necessary cookies:

<b>Description of Cookie</b>	<b>Purpose</b>
hs Session	Security
XSRF-TOKEN Session	Security
TSxxxxxxxx_d (where x is replaced with a random series of numbers and letters) Session	Security
TSxxxxxxxx (where x is replaced with a random series of numbers and letters) Session	Security

Analytical/performance

We use the following analytical/performance cookies:

<b>Description of Cookie</b>	<b>Purpose</b>
svSession Persistent	Identifies unique visitors and tracks a visitor's sessions on a site
smSession Persistent (Two weeks)	Identifies logged in site members

Functionality

We use the following functionality cookies:

<b>Description of Cookie</b>	<b>Purpose</b>
RequestID Session	Tracks visitor behaviour and measures site performance

---

End of document

---