

# PRIVACY & COOKIES POLICY

## Introduction

1.1 We are committed to safeguarding the personal information of our service users and website visitors, and to making our platforms safe and enjoyable environments for our audiences.

1.2 This policy applies where we are acting as a data controller with respect to the personal data of our service users and website visitors; in other words, where we determine the purposes and means of the processing of that personal data.

1.3 By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

1.4 When you share your data with us, you can specify whether you would like to receive digital marketing communications from us by emailing us at [info@ayrcabins.com](mailto:info@ayrcabins.com) to update your preferences.

1.5 In this policy, “we”, “us” and “our” refer to Ayr. For more information about us, see Section 13.

## Credit

2.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

How we use your personal data

3.1 In this Section 3 we have set out:

- (a) the general categories of personal data that we may process;
- (b) the purposes for which we may process personal data; and
- (c) the legal bases of the processing.

3.2 We may process data about your use of our website and services (“usage data”). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. We use Google Analytics to collect this data. This usage data may be processed for the purposes of analysing the use of the website and services. This data is only for internal use and will never be shared with third parties. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

3.3 We may process your personal data that are provided in the course of the use of our services (“service data”). The service data may include your name, email address, telephone number, address. It may also include your budget and further details relating to the sale of a cabin. The source of the service data is you. The service data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and

communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and in some cases the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

3.4 We may process information contained in any enquiry you submit to us regarding goods and/or services ("enquiry data"). The enquiry data may be processed for the purposes of offering, marketing and selling relevant goods and/or services to you. The legal basis for this processing is consent, or legitimate interest, namely the proper administration of our website and business and in some cases the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

3.5 We may process information relating to transactions, including purchases of goods and services, that you enter into with us ("transaction data"). The transaction data may include your contact details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is the performance of a contract between you and us.

3.6 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent or the performance of a contract between you and us.

3.7 We may process information contained in or relating to any communication that you send to us ("correspondence data"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

3.8 We may process information that you supply us for publication on our website ("publication data"). The publication data - including information and images of the final cabins supplied by us. The legal basis for this processing is consent, or the performance of a contract between you and us.

3.9 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

3.10 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

3.11 In addition to the specific purposes for which we may process your personal data set out in this Section 3, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

3.12 Please do not supply any other person's personal data to us, unless we prompt you to do so.

## **Providing your personal data to others**

4.1 We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4.2 We may disclose contact details and relevant property information to freelance photographers, property or interior stylists, and journalists insofar as reasonably necessary for the proper administration of our website and business and communications with users. Where this data may be published, for instance by journalists sourcing data for publications, the legal basis for processing would be consent.

4.3 We may run your personal data (including name, date of birth, property address and passport or other identification document details) through SmartSearch, which carries out automated decision making based on anti-money laundering and fraud prevention criteria, where such processing is necessary for compliance with a legal obligation to which we are subject and for the proper administration of our website and business and communications with users.

4.4 In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

## **International transfers of your personal data**

5.1 In this Section 5, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).

5.2 The hosting facilities for our website is Wix, which is based in Israel and considered by the European Commission to be offering an adequate level of protection for the Personal Information of EU Member State residents.

5.3 You acknowledge that personal data that you submit or approve for publication through our website or services may be available, via the internet, around the world. We will do what we can to protect this information, by we cannot prevent the use or misuse of such personal data by others.

## **Retaining and deleting personal data**

6.1 This Section 6 sets out our data retention policies and procedures, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

6.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6.3 We will retain your personal data as follows:

(a) All data relating to contracted cabin transactions, including contact details, correspondence records and all transaction details will be retained for a minimum of six years where such processing is necessary for compliance with a legal obligation to which we are subject.

6.4 In some cases it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:

- (a) We will hold your personal information on our systems for as long as is necessary for the relevant activity, or as long as is set out in any relevant contract you hold with us.
- (b) If you have not received or requested correspondence from us in the last five years then your information may be classed as dormant and may be deleted (excluding any information relating to transactions, as specified in Section 6.3 (a)).
- (c) We will hold your personal information on our newsletter or email alert list until you manually unsubscribe or request for your details to be removed.

6.5 Notwithstanding the other provisions of this Section 6, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

## **Amendments**

7.1 We may update this policy from time to time by publishing a new version on our website.

7.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

7.3 We may notify you of changes to this policy by email if you have consented to receive our newsletter or email alerts, or have undertaken a contract with us for the completion of services.

## **Your rights**

8.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:

- (a) the payment of a fee (currently fixed at GBP 10); and
- (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

8.2 We may withhold personal information that you request to the extent permitted by law.

8.3 You may instruct us at any time not to process your personal information for marketing purposes.

8.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

## **About cookies**

9.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

9.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry

date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

9.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

## **Cookies that we use**

10.1 We use cookies for the following purposes:

- (a) authentication - we use cookies to identify you when you visit our website and as you navigate our website (cookies used for this purpose are: PHPSESSID: this is used to identify the user and their session, but is not linked to the user's personal details)
- (b) personalisation - we use cookies and local storage to hold information about your preferences and to personalise the website for you (cookies used for this purpose track: recently viewed projects, and request for details form submission). We may use cookies to determine whether you have seen a newsletter subscription drawer (cookies used for this purpose are: POPUP\_SEEN)
- (c) security - we use cookies as an element of the security measures to protect our website and services generally (cookies used for this purpose are: wfv NUMBER to protect the website from malicious actions)
- (d) advertising - we may use cookies to help us to display advertisements that will be relevant to you (cookies used for this purpose are: fr from Facebook, and IDE from doubleclick.net)
- (e) analysis - we use cookies to help us to analyse the use and performance of our website and services (cookies used for this purpose are linked to Google Analytics: \_ga, \_gat\_UA-4664936-1 and \_gid)
- (f) cookie consent - we use cookies to store your preferences in relation to the use of cookies more generally (cookies used for this purpose are: COOKIE\_CONSENT)

## **Cookies used by our service providers**

11.1 Our service providers use cookies and those cookies may be stored on your computer when you visit our website.

11.2 We use Google Analytics to analyse the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>.

11.3 We may use Facebook Ads Manager to serve targeted adverts to relevant audiences. This service uses cookies to help us display advertisements that will be relevant to you, and to track the conversion rate of these advertisements.

11.3 We may use Google AdWords, including the re-marketing service, to serve targeted adverts to relevant audiences. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. This service uses cookies to display advertisements that will be relevant to you, and to track the conversion rate of these advertisements.

## **Managing cookies**

12.1 Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

- (a) <https://support.google.com/chrome/answer/95647?hl=en> (Chrome);
- (b) <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
- (c) <http://www.opera.com/help/tutorials/security/cookies/> (Opera);
- (d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- (e) <https://support.apple.com/kb/PH21411> (Safari); and
- (f) <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

12.2 Blocking all cookies will have a negative impact upon the usability of many websites, including ours.

12.3 If you block cookies, you may not be able to use all the features on our website.

## **Our details**

13.1 This website is hosted by Wix and built by Ayr.

13.2 Our principal place of business is Ayr Cabins, Field Farm, North Weston, Thame, OXON, OX9 2HQ.

13.3 You can contact us:

- (a) by post, to the postal address given above
- (b) by telephone, on +44 (0) 1844 217706 - Ask for Faye at Ayr Cabins
- (c) by email, using [info@ayrcabins.com](mailto:info@ayrcabins.com)

## **Further Information**

14.1 For further information please contact [info@ayrcabins.com](mailto:info@ayrcabins.com)

# TERMS & CONDITIONS

## **Governing Law**

The terms and conditions of this website and the contents of this website shall be governed and interpreted in accordance with the laws of England and Wales, and the user and Ayr agree that the English law courts shall have exclusive jurisdiction to adjudicate any dispute which may arise out of this website.

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Links to this site from relevant third party websites are welcome. However, should Ayr request removal of third party links to this site, this must be done within 24 hours of the request being made.

## **Exclusions of Warranties**

Ayr tries to make sure that the material and information contained on this website is as accurate as possible. However, we give no warranty of any kind regarding this website and/or materials provided on this website. Ayr makes no representations or warranties of any kind (express or implied) as to the operation of this website or the accuracy, completeness, currency, or reliability of any of the content or data found on this website.

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### **Complaints Procedure**

Ayr strives to ensure that the process of buying a cabin is as smooth as possible. However, occasionally things may not always go according to plan. With this in mind, we have a rigorous process to ensure any grievances that may arise are resolved as quickly as possible.

All Ayr employees take customer satisfaction very seriously and we will endeavour to resolve the issue swiftly and professionally.

#### Formally making your complaint

If you wish to make a formal complaint, please put this in writing. On receipt of your letter of complaint, a member of staff will acknowledge your letter within three working days. We will then undertake a proper investigation and respond to you with a formal written outcome within 15 working days from the date of receipt of your written complaint.

Please write (by letter or email) outlining the specific details of your complaint to:

Ayr Cabins,  
Field Farm,  
North Weston,  
Thame,  
OX9 2HQ

Email: [faye@ayrcabins.com](mailto:faye@ayrcabins.com)

If you remain dissatisfied with this formal written outcome, you can further pursue the complaint and it will be reviewed by another senior staff member not directly involved in the transaction. This further review will be sent to you within 15 working days and will include a written statement of our final view.

Should you wish to discuss your complaint at any stage of the process, please call +44 (0) 1844 217706.

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