

## BACKGROUND:

This Policy applies as between you, the User of this Web Site and Wheatsheaf Trust the owner and provider of this Web Site. This Policy applies to our use of any and all Data collected by us in relation to your use of the Web Site and any Services or Systems therein.

## 1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

<b>"Account"</b>	means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Web Site;
<b>"Content"</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>"Cookie"</b>	means a small text file placed on your computer by Wheatsheaf Trust when you visit certain parts of this Web Site. This allows us to identify recurring visitors and to analyse their browsing habits within the Web Site.. Further details are contained in Clause 10 and Schedule(s) 1, 1A, 2 of this Policy;
<b>"Data"</b>	means collectively all information that you submit to the Web Site. This includes, but is not limited to, Account details and information submitted using any of our Services or Systems;
<b>"Wheatsheaf Trust"</b>	means Wheatsheaf Trust Wheatsheaf House 24 Bernard Street Southampton SO14 3AY
<b>"Service"</b>	means collectively any online facilities, tools, services or information that Wheatsheaf Trust makes available through the Web Site either now or in the future;
<b>"System"</b>	means any online communications infrastructure that Wheatsheaf Trust makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>"User"/"Users"</b>	means any third party that accesses the Web Site and is not employed by Wheatsheaf Trust and acting in the course of their employment; and
<b>"Web Site"</b>	means the website that you are currently using ( <a href="http://www.wheatsheaftrust.org/">http://www.wheatsheaftrust.org/</a> ) and any sub-domains of this site (e.g. subdomain <a href="http://www.wheatsheaftrust.org/blog/">http://www.wheatsheaftrust.org/blog/</a> ) unless expressly excluded by their own terms and conditions.

## 2. Data Collected

Without limitation, any of the following Data may be collected:

- 2.1 name;
- 2.2 date of birth;
- 2.3 gender;
- 2.4 job title;
- 2.5 profession;
- 2.6 contact information such as email addresses and telephone numbers;
- 2.7 demographic information such as post code, preferences and interests;
- 2.8 financial information such as credit / debit card numbers;
- 2.9 IP address (automatically collected);
- 2.10 web browser type and version (automatically collected);
- 2.11 operating system (automatically collected);

- 2.12 a list of URLs starting with a referring site, your activity on this Web Site, and the site you exit to (automatically collected); and
- 2.13 Cookie information (see Clause 10 below).

### 3. Our Use of Data

- 3.1 Any personal Data you submit will be retained by Wheatsheaf Trust for as long as you use the Services and Systems provided on the Web Site. Data that you may submit through any communications System that we may provide may be retained for a longer period.
- 3.2 Unless we are obliged or permitted by law to do so, and subject to Clause 4, your Data will not be disclosed to third parties.
- 3.3 All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security, see Clause 9 below.
- 3.4 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 Web Site. Specifically, Data may be used by us for the following reasons:
  - 3.4.1 internal record keeping;
  - 3.4.2 improvement of our products / services;
  - 3.4.3 transmission by email of promotional materials that may be of interest to you;
  - 3.4.4 contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Web Site.

### 4. Third Party Web Sites and Services

Wheatsheaf Trust may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do not have access to certain personal Data provided by Users of this Web Site.

### 5. Changes of Business Ownership and Control

- 5.1 Wheatsheaf Trust may, from time to time, expand or reduce its business and this may involve the sale of certain divisions or the transfer of control of certain divisions to other parties. Data provided by Users will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was supplied by you.
- 5.2 In the event that any Data submitted by Users will be transferred in such a manner, you will not be contacted in advance and informed of the changes.

### 6. Controlling Access to your Data

- 6.1 Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:
  - 6.1.1 use of Data for direct marketing purposes; and
  - 6.1.2 sharing Data with third parties.

### 7. Your Right to Withhold Information

- 7.1 You may access certain areas of the Web Site without providing any Data at all. However, to use all Services and Systems available on the Web Site you may be required to submit Account information or other Data.
- 7.2 You may restrict your internet browser's use of Cookies. For more information see Clause 10 below.

### 8. Accessing your own Data

- 8.1 You may access your Account at any time to view or amend the Data. You may need to modify or update your Data if your circumstances change. Additional Data as to your marketing preferences may also be stored and you may change this at any time.
- 8.2 You have the right to ask for a copy of your personal Data on payment of a small fee.

### 9. Security

- 9.1 Data security is of great importance to Wheatsheaf Trust and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected online.

## 10. Cookies

- 10.1 Wheatsheaf Trust may set and access Cookies on your computer. First-party Cookies that may be placed on your computer are detailed in Schedule 1 [and third-party Cookies that may be placed on your computer are detailed in Schedule 2]. [All Cookies used by the Web Site are used in accordance with the provisions of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011.] Wheatsheaf Trust has carefully chosen these Cookies and uses them to facilitate certain functions and features of the Web Site. [We also use Cookies for analytics purposes. These Cookies track your movements and activities on the Web Site and are designed to give us a better understanding of our users, thus enabling us to improve the Web Site and our services.]
- 10.2 [Before the Web Site sets Cookies on your computer, you will be presented with a message requesting your consent to set those Cookies. [None of the Cookies set by the Web Site jeopardise your privacy in any way and no personal data is collected.] By giving your consent to the setting of our Cookies you are enabling us to provide the best possible experience and service to you through our Web Site. If you wish to deny your consent to the placing of Cookies, certain features of the Web Site may not function fully or as intended.]
- 10.3 [Certain features of the Web Site depend upon Cookies to function and are deemed, within the law, to be strictly necessary. These Cookies are detailed in Schedule 1A. You will not be asked for your consent to place these Cookies however you may still disable cookies via your web browser's settings, as set out in sub-Clause 10.4.]
- 10.4 You can choose to enable or disable Cookies in your web browser. By default, your browser will accept Cookies, however this can be altered. For further details please consult the help menu in your browser. Disabling Cookies may prevent you from using the full range of Services available on the Web Site.
- 10.5 You may delete Cookies at any time however you may lose any information that enables you to access the Web Site more quickly.
- 10.6 [The Web Site uses the third-party Cookies detailed in Schedule 2 for the purposes described therein. These Cookies are not integral to the services provided by the Web Site to you and may be blocked at your choosing via your internet browser's privacy settings or via your response to the request for consent detailed in sub-Clause 10.2.]
- 10.7 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 browser if you are unsure as to how to adjust your privacy settings.

## 11. Changes to this Policy

Wheatsheaf Trust 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 Web Site and you are deemed to have accepted the terms of the Policy on your first use of the Web Site following the alterations.

### Schedule 1A: Strictly Necessary Cookies

Name of Cookie	Purpose
o2cAllowCookies	Stores cookie opt in/out settings

### Schedule 2: Third-Party Cookies

Name of Cookie	Name of Provider	Purpose
_utma	Google	Google Analytics
_utmb	Google	Google Analytics
_utmc	Google	Google Analytics
_utmz	Google	Google Analytics