

T G Holdcroft (Holdings) Ltd and all its Subsidiaries

Website Privacy and Legal Information (Last updated 17th May 2018)

Holdcroft has made every effort to ensure the accuracy of the information contained in this site.

Whilst every effort is made to produce up to date products and specifications, this site should not be regarded as an infallible guide to our vehicles products and services, nor does it constitute an offer for the sale of any particular vehicle.

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In this Privacy Policy, references to a Website means any website owned and operated by or on behalf of any Holdcroft entity including websites of our dealerships

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Holdcroft reserves the right to use for its own purposes any material submitted to the site, including text and images, either on the site or in any other form, including for publicity purposes. Holdcroft reserves the right to monitor submissions to the site and to edit or reject any submissions.

Disclaimer

We try to ensure that information on our site is accurate, complete and up-to-date. In using this site, however, you agree to be bound by the Terms & Conditions, which take effect on the date when you first use the site.

If we decide to change this policy, we will post the updated Privacy Policy on our websites so that you are always aware of what personal information we collect, how we use it and under what circumstances we disclose it. The updated Privacy Policy will take effect as soon as it is posted on our Websites.

Without prejudice to your statutory rights, the site and all information, text, names, images, pictures, logos, links and icons and other materials (without limitation) are provided 'AS IS' and on an 'IS AVAILABLE' basis without representation warranty or endorsement, express or implied. In particular, we do not warrant or represent the accuracy or completeness of

information provided on this site nor do we guarantee that use of this site will be uninterrupted or error-free, or that the site and its servers are free of computer viruses or bugs.

In no event will Holdcroft be liable to any person for any damage or loss that may arise from the use of any information contained in our site or products displayed on our site, including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the site.

Notwithstanding anything else in these Terms & Conditions, we will not be liable for claims relating to the functionality or availability of this site.

Trademarks

All names, images, logos identifying Holdcroft are proprietary marks of Holdcroft. All third party brand, product, service and company names contained on this site are the trademarks, service marks and trade names of their respective holders. Holdcroft does not give permission for their use by any person other than the holders. Any such use may constitute an infringement of the holders' rights.

External links

Holdcroft does not represent, warrant, endorse or hold responsibility over any external sites that may be linked to and from this site. Any external site that you visit by clicking through a link on this site is outside the control of Holdcroft and you visit entirely at your own risk.

We do not pass on any personal information about our visitors to any other site (unless we have obtained your consent to do so). In addition, if you linked to a Website from a third party site, we cannot be responsible for the privacy policies and practices of the owners and operators of that site.

Software disclaimer

The software downloads from this site have been thoroughly scanned and tested at all stages of production, but - as with all new software - we still recommend that you run a virus checker before use. We also recommend that you have an up-to-date backup of your hard disk before using the software. Holdcroft cannot accept responsibility for any disruption, damage and/or loss of data on your data or computer system that may occur while using the software. Consult your network administrator before installing any software on a networked computer.

Cookies

This web site uses cookies in a number of ways which are as follows:

Aggregated Site Usage Statistics

Cookies may be placed on your computer, phone or other Internet device to provide us with aggregated data of the usage of this site and the mediums which are driving traffic to the site. The data gathered by these is aggregated and therefore your individual usage of this site cannot be attributed to you.

Essential Site Features

Cookies may be placed upon your computer, phone or other Internet device in order to provide essential site features such as allowing you to compare different cars in stock and complete enquiry forms quickly.

Complimentary Site Features

The site may also use Cookies for certain complimentary purposes such as showing you the car that you last looked at on the home page. All these functions are designed to improve your experience of using the site. If you don't want this site to place Cookies on your device you can disable these using your Internet Browser settings.

Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here shall be exclusively subject to the jurisdiction of the courts of England and Wales.

If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, it shall be severed and deleted from this clause. All other Terms of Use and Terms & Conditions shall remain in full force and continue to be binding and enforceable.

Holdcroft reserves the right to change any of its terms and conditions at any time by posting changes online.

If you do not accept these Terms in full, you must stop using this website immediately.

We are committed to protecting your privacy. We will use your personal information in accordance with the Data Protection Act 1998 up to and including 24 May 2018 and the EU General Data Protection Regulation 2016/679 thereafter (**GDPR**) (together the **Data Protection Legislation**), and other applicable laws and regulations that relate to data protection and privacy.

The following Cookies are used on our website:

Strictly Necessary

Name	Purpose	Expiry
BlueskyState	Essential for maintaining state between pages, for example when progressing through multi-step forms.	When browsing session ends.

Functionality

Name	Purpose	Expiry
cookie	Prevents the cookie notice from popping up if the user	7 days.

	has closed the notice within the last 7 days.	
COGSearchPostCode	Prevents a user having to re-enter their postcode every time they visit the site and therefore making it easier for a user to see relevant results.	2 days.
paymentTypeTab	Remembers whether the user has selected monthly payment or cash price and keeps the relevant tab open.	When browsing session ends.
view	Remembers whether the user has selected to view the grid or list view on the results page.	
scroll, location	Remembers the window scroll position for scrolling back to a form after a dropdown postback.	When browsing session ends.
MyGarage	Stores vehicle IDs for adding to the customer's shortlist of vehicles to compare.	2 days.

Targeting/Advertising/Tailored Content

Name	Purpose	Expiry
HistoryCookie	Stores vehicle IDs for displaying vehicles a customer has viewed.	2 days.

Third Party

Name	Third Party
_dc_gtm	Google Tag Manager
_ga_gid	Google Analytics
LaVisitorId, LaSID	LiveChat
_atuvc	AddThis

Who is responsible for your personal information?

For the purposes of the Data Protection Legislation the relevant Holdcroft entity is the data controller in respect of your personal information that we collect and process as further described in this Privacy Policy.

We may share your personal information with other organisations that may receive and process your personal information as a data controller in their own right. Please see below for further information.

What information do we collect?

We may collect and process information about you, including your name, date of birth, address, contact details (including email address and mobile phone number), vehicle details, purchase

history and data collected as part of any finance application or payment (including previous addresses, employment details and bank account details). This information is referred to in this Privacy Policy as **personal information**.

In particular, we may collect and process the following personal information about you:

- Information that you provide by filling in forms, including those on our Websites.
- A copy of your driving licence when you test drive a vehicle or are provided with a courtesy car.
- When you enquire about or purchase a vehicle or services we collect personal information to respond to your enquiry and to process and complete your purchase.
- Details about the transactions you carry out with us including vehicle support services and vehicle purchases and purchases of other goods.
- CCTV footage in which you feature when you visit our premises.
- Information contained in and records of communications between us, including e-mails, letters and text messages. We also record calls between us for training, monitoring and quality control purposes.
- Details of your visits to our Websites, including, but not limited to, traffic data, location data (including the country and telephone area code where your computer is located), IP address and the resources that you access (including the pages of our Website that you view).
- We will collect information concerning your marketing preferences.
- We also collect information to enable third parties to carry out credit reference checks on you (if you are purchasing a vehicle on finance) and we will receive and process information about the outcome of those checks in order to complete your purchase.
- We will collect information relevant to the insurance products that we sell that are provided by third parties.

If you provide us with personal information about another person, you must ensure that before you provide us with their personal information, you have their agreement to do so and that they are aware of the ways in which we use personal information as set out in this Privacy Policy.

We may also collect non-identifying information about your preferences in connection with our Websites, for the purposes of enhancing and personalising your experience on the Websites. We may provide our manufacturer partners and our advertisers with aggregate information about Website users. We may also use such aggregate information to help advertisers reach the kind of audience they want to target. We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

How do we use your personal information?

We use your personal information in connection with our business activities. In particular, we may use your personal information in the following ways:

- To respond to queries from you regarding the possible purchase of goods or services;
- To carry out our obligations arising from any contracts entered into between you and us including purchase of vehicles and provision of services, and to respond to queries from you regarding those contracts;
- To manage and administer the relationships between you and us (or one or more of the members of the Holdcroft Group);
- To notify you about changes to our services and to otherwise communicate with you; for example, we will use your contact details in order to respond to any queries that you submit to us; and
- To obtain feedback from you regarding us; and
- To provide you with reminders regarding your vehicle including, for example, when your vehicle is due to have a service or MOT undertaken.

In accordance with your preferences, we may also use your personal information to provide you with information about vehicles, services, promotions and offers that may be of interest to you. The section below entitled "What choices do I have?" explains how you can change whether to receive this information. Please note that, even if you choose not to receive this information, we will use your personal information to provide you with important services communications,

including communications in relation to any purchases you make or vehicle support services as we have a legitimate interest and or contractual obligation to you to do this.

Your personal information may also be used by us, our employees, contractors or agents, and disclosed to third parties, in order to comply with any legal obligation (including in connection with a court order), or in order to enforce or apply the terms of any agreements we have with or otherwise concerning you (including agreements between you and us (or one or more Holdcroft entity), or to protect our rights, property or safety or those of our customers, employees or other third parties.

With whom do we share your personal information?

In connection with the above uses of your personal information, we may share your personal information with third parties as described below. We will share your personal information with other Holdcroft entities in the Holdcroft group) for the purposes set out above and below.

We may disclose your personal information to third parties in connection with our business activities, including in the following circumstances:

- We may pass your personal information to third party organisations that provide services to us (including assisting us with carrying out marketing activities).
- We may pass personal information to external agencies and organisations (including the police and other law enforcement agencies) for the purpose of preventing and detecting fraud (including fraudulent transactions) and criminal activity. We may also disclose personal information to the police and other law enforcement agencies in connection with the prevention and detection of crime.
- We may pass your personal information to a third party finance company for the purposes of them providing you with finance. Those organisations may carry out credit checks and may disclose your data to credit reference agencies for that purpose.
- We will pass your personal information to third party providers of insurance products that we offer, if you take up the option of purchasing one of those products.
- If you purchase a used vehicle from us, we may pass your contact and purchase information to General Insurance Distribution Limited to enable them to offer you an asset protection policy on your vehicle.
- If you take out a Motor Assured Warranty, we will pass your information to the AA to enable them to provide the breakdown insurance included with that warranty.
- In the event that we sell or buy any business or assets (including car dealerships), we may disclose personal information held by us about our customers to the prospective seller or buyer of such business or assets. If we or substantially all of our assets are acquired by a third party (or subject to a reorganisation within our corporate group), personal information held by us about our customers will be one of the transferred assets.
- We may pass your personal information to third parties if we are under a duty to disclose or share your personal information in order to comply with any legal obligation (including in connection with a court order), or in order to enforce or apply the terms of any agreements we have with or otherwise concerning you (including agreements between you and us (or one or more members of the Holdcroft Group)); or to protect our rights, property or safety or those of our customers, employees or other third parties;
- We may pass your personal information to the relevant franchise manufacturer partner relating to your vehicle. They may contact you directly regarding your vehicle and to obtain feedback and/or to provide offers.

We may share non-personal aggregate statistics (group) data about visitors to our Websites, sales and traffic patterns with members of the Holdcroft Group and other parties.

Protecting your personal information

Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

The transmission of information via the internet is not completely secure; this risk is not specific to our Websites and is common across the internet. We cannot guarantee the security of your data (including your personal information) transmitted to our Website; any transmission is at your own risk.

What choices do I have?

If you think the personal information we hold about you is inaccurate or incorrect, you can request that we correct this information (including your marketing preferences) by writing to us using the details in the How to contact us section below.

You can choose to stop receiving marketing emails or SMS messages from us by following the unsubscribe link and instructions on the respective marketing emails or SMS messages we send you.

You can also choose to change your marketing preferences by writing to us using the details in the How to contact us section below.

Access to your personal information

The Data Protection Legislation gives you the right to access your personal information. To request access to your personal information, please contact us using the details in the How to contact us section below.

Right to be forgotten

You have the right to request that Holdcroft Group delete your personal data in certain circumstances if you would like more information about this please contact us using the details below.

We do not pass on any personal information about our visitors to any other site (unless we have obtained your consent to do so). In addition, if you linked to a Website from a third party site, we cannot be responsible for the privacy policies and practices of the owners and operators of that third party site and recommend that you check the policy of that third party site and contact the owner or operator if you have any concerns or questions.

Transferring your information outside of Europe

As part of the services offered to you through the Website, the information which you provide to us may be transferred to countries outside the European Economic Area (**EEA**). By way of example, this may happen if any of our servers are from time to time located in a country outside of the EEA. If we transfer your information outside of the EEA in this way, we will take steps to ensure that it is to a country with data protection laws which are at least as stringent as those in England.

If you use our services while you are outside the EEA, your information may be transferred outside the EEA in order to provide you with those services.

How to contact us

If you have any questions, comments or requests regarding this Privacy Policy, please feel free to contact us by writing to us at: Data Compliance Centre, T G Holdcroft (Holdings) Ltd, Leek Road Hanley, Stoke on Trent, ST1 6AD or email at datacompliance@holdcroft.com. In accordance with ICO guidelines our policy is that with regards to instructions to desist in marketing that electronic communications stop within a maximum of 28 days of receiving the notice, and postal communications stop within a maximum of two months.