# SCHOLAR ENGINES LIMITED – GENERAL TERMS & CONDITIONS

# USE OF THE SCHOLAR ENGINES WEB SITE

These terms and conditions govern your use of the Scholar Engines website and your relationship with Scholar Engines (referred to in these terms and conditions as "we" or "us") including our workshops, staff and media presence. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not use the Scholar Engines web site. If you have any questions, please contact us.

The Scholar Engines web site is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the web site you agree to be bound by these Terms and Conditions. The Scholar Engines web site is made up of a web shop and various features pages. In the context of these Terms and Conditions the term "web site" will be used to represent both the web shop (e-commerce) and all other features/content in the web site.

These Terms and Conditions govern your use of the entire Scholar Engines web site and web shop and all services provided in connection with these. All orders and purchases made on the Scholar Engines web site will also be governed by specific "Customer Order" terms which can be found on our Ordering & Delivery page. All personal Information and GDPR related information can be found on our Legal Notice & Data Privacy page. THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

## AMENDMENTS

We may update these Terms and Conditions from time to time and where these changes affect customers a suitable announcement will be made on the Scholar Engines web site. If you do not wish to accept any new Terms and Conditions, you should not continue to use the Scholar Engines web site and web shop.

# REGISTRATION

Registered users will have their details added to our email newsletter distribution list. When you receive the first email newsletter you will have the option to unsubscribe from future newsletters. Please contact us if there are any changes to your details and we will update or delete them as required.

# PERSONAL INFORMATION & PASSWORDS

Scholar Engines Limited does not collect or track personal information from its web site users other than that offered by the user. We do however supply an email address to our newsletter mailing service (Mail Chip) so that you can receive updates from us. In the first newsletter you receive you will have the option to unsubscribe from future emails. Generic information from server logs may be used to track the number of visitors and hits to the web site, and to find out what types of browser software are used by visitors. This information will be used only in aggregate form, and used solely for improving web site design. Note however that as our website often provides links to third party websites (e.g. YouTube, Twitter, Facebook and our business partners), users should review their respective privacy policies to learn more about, what, why and how they collect and use personally identifiable information. When you register to use the Scholar Engines we site you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password, you should notify us via email (see below for contact details). If Scholar Engines has reason to believe that there is likely to be a breach of security or misuse of the Scholar Engines web site, we may require you to change your password or we may suspend your account.

# DISCOUNT VOUCHERS & PROMOTIONAL OFFERS

Where discount vouchers are provided for use when ordering products from the Scholar Engines web shop or redeemed against services in our workshops, we may wish to confirm your details before your voucher is accepted. Scholar Engines reserves the right to withdraw or cancel a discount voucher code for any reason at any time.

# DISTRIBUTION OF VOUCHERS & PROMOTIONAL OFFERS

Discount vouchers are and remain at all times, the property of Scholar Engines Limited. The right to use a discount voucher is personal to the original recipient and may not be transferred unless with written permission from Scholar Engines Ltd. No discount voucher code may be distributed, or published directly or indirectly in any form or by any means for use by anyone other than the original recipient, or stored in a data retrieval system, without the prior written permission of Scholar Engines Limited. Discount vouchers distributed or circulated without the prior written approval of Scholar Engines Limited, for example on an Internet Bulletin board or on a "bargains" website, are not valid for use and may be withdrawn or cancelled.

# PERMITTED USAGE OF DISCOUNT VOUCHERS - ONLINE STORE

Unless expressly stated otherwise at the time of issue of the discount voucher code:

- Each issued discount voucher will be valid for use by a recipient only once.
- Only one discount voucher will be valid for use per customer.
- A discount voucher may not be used in conjunction with any other special offer.
- Discount vouchers cannot be exchanged for cash.
- All discount vouchers are subject to availability and while stocks last.

# **EXCLUDED GOODS & SERVICES**

Certain goods or services are excluded from discount vouchers. Discount vouchers are only applicable to specific products in the Scholar Engines web shop and these products will be specified on release of the voucher code.

# LIMITATION OF LIABILITY

At all times our acceptance of an order takes place on despatch of the order, at which time the purchase contract will be made and you will be charged for your order. Scholar Engines shall not be liable to any customer for any financial loss arising out of the refusal, cancellation or withdrawal of any discount voucher or any failure or inability of a customer to use a discount voucher for any reason.

# TERMINATION OF VOUCHERS

We reserve the right to vary or terminate the operation of any discount voucher at any time without notice. The failure of Scholar Engines to take any action in respect of a breach of these terms and conditions shall not constitute a waiver of their enforceability. Scholar Engines reserves its rights in respect of these terms and conditions at all times.

# **REFUNDS ON PROMOTIONAL OFFERS**

Refunds for goods purchased under a promotional offer will be based on the terms of the promotional price. Your statutory rights are not affected.

# REFUNDS ON SPECIAL ORDER/LIMITED EDITION PRODUCTS

Goods purchased which are classed as special order or limited-edition items will not be always eligible for a full refund.

# EXCLUDED SERVICES

The services provided by the Scholar Engines web site do not include the provision of computer or other necessary equipment to access the Scholar Engines web site. To use the Scholar Engines web site you will require Internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur.

# WEBSITE & MAIL ORDER PAYMENTS & RETURNS

## **PAYMENT SECURITY**

All transactions online are secured. When making electronic payments, we protect your data from identity theft and fraud. We do not store card or transaction details.

## DELIVERY

We use Fedex UK, Fedex International and Royal Mail 1st Class for smaller packets. We do not use Parcel Force. We may from time-to-time substitute these services with a more suitable alternative which may be based on your location or availability for delivery. If you have any special requirements or require an specific courier to deliver your shipment, please enter this information in the space provided when ordering. We may contact you if these requirements may represent an additional cost. Delivery will be made to the address specified by you within the shopping cart at the time of ordering, or to the address provided on telephone orders. Most of our products are in stock and can be shipped next-day. If items on your order are out of stock we will contact you as soon as we receive your order to set a delivery date. If you have selected next-day shipping and we are unable to achieve this for your order, we will refund the difference in the shipping cost when the order is processed. We do our best to ensure delivery within 3-5 working days of order placement (with the exception of items that have not been released yet, are deposit payments or are out of stock ) but we shall not be liable for losses incurred by delay in delivery arising out of any cause beyond our control. For Special Orders (e.g. where a customisation service applies or goods are obtained by us specifically for the order), delivery times may be described as a lead time e.g. "Please allow up to 21 days for delivery". Where this is the case, a deposit or payment in full may be required when placing your order.

# AVAILABILITY OF A PRODUCT

Meanings of terms you may see on our website that are applicable to product availability:

- Coming Soon Product is scheduled for release but is unavailable for purchase at this time.
- Pre-Order Now Product is scheduled for release within a set time and requires a deposit to secure.
- Special Order Only Product is available for purchase however the product is not normally held in stock for immediate dispatch.
- Temporarily out of stock Please contact us for availability and delivery times on this product.

If you order items with different availability dates, we will contact you. If you do not wish to wait until all products are available, we can arrange a suitable date for shipment. This is dependent on size, weight and value of the order. Please ensure that you have received and checked your order in full before giving a signature to the carrier. Please ensure you have all the parts you require before arranging fitment or installation. Scholar Engines will not be liable for any costs incurred.

#### PRICES

The prices payable for the items that you order are clearly set out in the web shop. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch the item concerned. This also applies to shipping costs applied in the shopping cart. All prices are expressed exclusive of any VAT payable unless otherwise stated. The price of the items does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed in the shopping cart section of the web site. Where items are ordered prior to final release, an estimated retail price or deposit price may be given, in which case the final price charged may be different, as the order may have been placed as much as three months prior to release.

#### ACCEPTANCE

Payment is taken when your order is processed. At the moment that your order is processed, a contract will be made between you and us. Goods will be dispatched once your order is processed. Your order status may be checked by contacting us by email or by telephone at the Scholar Engines. For pre-release orders, please check nearer the expected release date in case it has changed, especially if the product is required as a gift.

# CANCELLATION OF ORDERS

Provided that the goods are sealed, you have the right to cancel your order up to 14 working days after delivery of the goods by contacting us by email or calling us on +44 (0)1449 767711. In the event that the goods have already been dispatched at the date of receipt of your cancellation of the order you must return the goods to us and we will credit your credit or debit card with the price of the goods within 30 days beginning with the day on which notice of cancellation was given. If you do not return the goods within 14 days of your cancellation, we will make a charge in respect of the cost of recovering the goods. If you do not return the goods or fail to make them available for collection within 14 days of your notice of cancellation, you will be deemed to have accepted the goods, at which point a new purchase contract will be made and you will be charged for your order at the price set out on the web site. If a product is classed as a special

order item, you may not be entitled to a full refund. This is dependent on the nature of the product and any refund given will be entirely at the discretion of Scholar Engines. This does not affect your statutory rights.

# **RETURNS PROCEDURE**

We think that you will be delighted with your order from Scholar Engines, however if for any reason you would like to return an item within 7 working days of receiving the delivery, just follow this simple process:

1. Put in writing your reason for returning the goods to us and state whether you would like a refund or a credit note.

2. Send the item(s) back to use original packaging. With a copy of the original email invoice you received.

3. Please use the Royal Mail when returning the package and obtain adequate insurance for safe return of the item(s). 4. Always obtain proof of postage when returning the item(s). Product(s) must be returned with the original packaging intact.

Scholar Engines will not be held responsible for non-delivery of returned goods so we recommend you get proof of posting from the Post Office or your chosen carriage service. Customers who have purchased products that are classed as special order may not be entitled to a refund. If an item has been returned for any reason other than a product fault or a mistake we have made, you will be refunded the cost of the goods less a re-stocking charge (up to a maximum of 25% of the product rrp) but not the original postal charge or the postal charge for returning the product to us. This does not apply to items that are classed as special order - such as carbon fibre and painted components. Your statutory rights are not affected. Items purchased at the Scholar Engines web shop can be returned to us via The Scholar Engines Scholar Engines. Items purchased through a Scholar Engines product distributor must be returned to the place of purchase and all refunds will be handled by the place or purchase.

# GENERAL

These Product Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts. If any of these Product Terms is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Product Terms which will continue to be valid and enforceable to the fullest extent permitted by law. All use of your personal information will be made in accordance with our Privacy Policy.

# **BUSINESS ACCOUNT HOLDERS**

#### **BUSINESS CUSTOMERS**

- Customers who are on account will have payment terms agreed when the account is opened
- An application form and references are requested when applying for an account
- Scholar Engines reserves the right to close any business account if it has not been used for a period of at least 12 months.

# PRODUCTS & SERVICES LIABILITY DISCLAIMER - PLEASE READ

Every product and service we sell meets with our very high expectations for quality, manufacture, safety and reliability however all products are sold with the complete purchasers understanding that:

# MOTORSPORT OR DRIVING CAN BE DANGEROUS, RESULTING IN DAMAGE, PERSONAL INJURY OR DEATH TO YOURSELF OR OTHERS.WHERE APPLICABLE, PLEASE READ ALL FITTING INSTRUCTIONS CAREFULLY.

#### PRODUCTS SOLD BY SCHOLAR ENGINES LIMITED

Including but not limited to parts (new or used) and all types of machining and modification works: No warranty or representation is made as to a product's ability to protect the user from injury or death. The user assumes that risk. The effectiveness, warranty and longevity of a product sold by Scholar Engines, is directly related to the manner in which it is installed, used and/or maintained. The user assumes this risk. Fitment of products sold by Scholar Engines to vehicles that are subject to a warranty may void the warranty and the vehicles ability to meet emission and/or other road or Motorsport regulations. The entire risk as to the quality and performance of products supplied by Scholar Engines is with the purchaser(s).

Including but not limited to parts (new or used) and all types of machining and modification works: Working on your car can be a dangerous activity. If you are unsure of what you are doing, please leave all mechanical or safety critical work to a skilled mechanic. We accept no responsibility for the incorrect use and/or installation and setup of products sold by Scholar Engines where the purchaser has performed installation themselves or by using the services of a 3<sup>rd</sup> party.

Customer supplied parts (new or used) and machining and modification to those presented: We accept no responsibility for machined components that are assembled at Scholar Engines where these assemblies are dismantled by the end-customer. In cases where assemblies supplied by Scholar Engines are separated, dismantled or modified all liabilities, warranty and guarantees are voided.

Including but not limited to parts (new or used) and all types of machining and modification works: Scholar Engines accepts no liability (to the extent permitted by law) for any loss, damage or injury arising as a consequence of installing or using a product we have supplied, or from any advice given. This also applies to installation by any 3rd party - e.g. a service garage or workshop.

# MOTORSPORT & PERFORMANCE PRODUCTS

Due to the stresses your vehicle may encounter during fast-driving or motorsport-oriented activities which incude but are not limited to Track Days, Hillclimb, Sprinting and Rallies, Scholar Engines will not guarantee or warranty the performance of products sold, fitted (at our workshops or otherwise) or the reliability or durability of your vehicle when used for these activities. Scholar Engines will not be liable for any losses incurred due to the failure of components or services provided when a vehicle has been used for these motorsport or competition purposes.

# LEGAL NOTICE & DATA PRIVACY

# INTELLECTUAL PROPERTY

The content of the Scholar Engines web site is protected by copyright, trade marks, database and other intellectual property rights. You may retrieve and display the content of the Scholar Engines web site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and

proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Scholar Engines web site without written permission from Scholar Engines Limited. No licence is granted to you in these Terms and Conditions to use any trade mark of Scholar Engines Limited or any affiliated companies including, without limitation the name: Scholar Engines.

## LIMITATIONS

You may not use the Scholar Engines web site for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material

- Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice

- Gaining unauthorised access to other computer systems
- Interfering with any other person's use or enjoyment of the Scholar Engines web site
- Breaching any laws concerning the use of public telecommunications networks
- Interfering or disrupting networks or web sites connected to the Scholar Engines web site
- Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner

Scholar Engines reserves the right to refuse to post material on the Scholar Engines web site or to remove material already posted on the Scholar Engines web site. You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with: Any claim by any third party that the use of the Scholar Engines web site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice; Any claim by any third party that the use of the Scholar Engines web site by you infringes that third party's copyright or other intellectual property rights of whatever nature; and Any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Scholar Engines web site by you.

## AVAILABILITY OF THE SCHOLAR ENGINES WEB SITE

Although Scholar Engines aims to offer you the best service possible, we make no promise that the services at the Scholar Engines web site will meet your requirements. Scholar Engines cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to us by email and we will attempt to correct the fault as soon as we reasonably can. Access to the Scholar Engines web site may be occasionally restricted to allow for updates. Scholar Engines will attempt to restore the service as soon as it reasonably can.

## SCHOLAR ENGINES RIGHT TO SUSPEND OR CANCEL YOUR REGISTRATION

Scholar Engines may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions. You can cancel this agreement at any time by informing us in writing. If you do so, you must stop using the Scholar Engines web site. The suspension or cancellation of your registration and your right to use the Scholar Engines web site shall not affect either party's rights or liabilities.

#### SCHOLAR ENGINES LIABILITY

The Scholar Engines web site is provided by Scholar Engines without any warranties or guarantees. You must bear the risks associated with the use of the Internet to access the Scholar Engines web site. The Scholar Engines web site provides content from and links to other Internet sites or resources and while Scholar Engines tries to ensure that material included on the Scholar Engines web site is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. Scholar Engines will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience when using the Scholar Engines web site. If Scholar Engines are informed of any inaccuracies in the material on the web site we will attempt to correct the inaccuracies as soon as we reasonably can. In particular, we disclaim all liabilities in connection with the following:

- Incompatibility of the Scholar Engines web site with any of your equipment, software or telecommunications links

- Technical problems including errors or interruptions of the Scholar Engines web site
- Unsuitability, unreliability or inaccuracy of the Scholar Engines web site inadequacy of the Scholar Engines web site to meet your requirements

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Scholar Engines web site. Nothing in this paragraph applies to Scholar Engines liability in respect of products sold through the web shop. Nothing in these Terms and Conditions shall exclude Scholar Engines liability for personal injury or death caused by its negligence. Our acceptance of an order takes place on despatch of the order, at which point the purchase contract will be made and you will be charged for your order.

#### LINKS TO THIRD PARTY WEBSITES

As a convenience to Scholar Engines customers, the Scholar Engines web site includes links to other web sites or material which are beyond its control. Scholar Engines is not responsible for content on the Internet or World Wide Web pages on the Scholar Engines web site, or any other site outside the Scholar Engines web site.

#### ADVERTISING AND SPONSORSHIP

Part of the Scholar Engines web site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Scholar Engines web site complies with relevant laws and codes. We will not be responsible for any error or inaccuracy in advertising and sponsorship material.

#### APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and any disputes will be decided only by the English courts.

#### INTERNATIONAL USE

Scholar Engines makes no promise that materials on the Scholar Engines web site are appropriate or available for use in locations outside the United Kingdom, and accessing the Scholar Engines web site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

#### EXPIRY DATE ON PAYMENT CARD

Please ensure that the expiry date of your payment card is after the anticipated despatch date of your order. Payment is taken at the point of despatch for goods and in the event that the payment card has expired we will be unable to take payment and fulfil your order.

#### MISCELLANEOUS

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. If you breach these Terms and Conditions and Scholar Engines ignores this, Scholar Engines will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions. Scholar Engines shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its control. A person who is not a party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

# DATA PRIVACY POLICY

In line with the 2018 changes in data privacy law we have a policy on the retention of your personal data which is explained below.

## WHEN DO WE COLLECT YOUR PERSONAL DATA?

i) When you visit our website and use your account.

ii) When you purchase something from our online store.

iii) When you email us with an enquiry.

iv) When you subscribe to our online newsletter.

v) When you call our workshops to book your vehicle in for work.

vi) When you visit our workshops to make a purchase.

vii) When you buy a new or used vehicle from us.

#### WHAT DATA DO WE COLLECT?

i) If you have purchased a product from our online store and have an account: Your title; your name; delivery address/billing address; any alternative addresses you may have supplied (for example for sending gifts); email address; an encrypted password; date of birth; contact telephone number; previous order details; credit slips; discount vouchers and wish list data you may have stored with us.

ii) When you book your vehicle into our workshops we record and store some or all of the following data in our workshop customer database: Your title; your name; your address; telephone number; vehicle registration; mileage details; service history details; performance test details;

iii) When you contact us via our website contact form we receive an email containing: Your title; your name; email address and your enquiry details.

iv) When you call us at our workshops, we may capture some or all of the following: Your name; contact telephone number; email address; details about your vehicle or any relevant data pertaining to a workshop booking; a recording of the telephone conversation (for training purposes);

v) If you make a telephone purchase, we collect the following information: Your name; telephone number; delivery and billing address; payment card information; vehicle details pertaining to the purchase (e.g. parts for a specific vehicle); your vehicle make and model; registration number/VIN number.

vi) If you visit our workshops, in addition to the information for a product or service you are visiting us to purchase we may also capture your image, voice and vehicle registration on our CCTV system inside and outside our workshops. \*Note that we do not capture payment card details when you visit us in person.

vii) We may also store the following data if it is relevant to our communicating with you: Social media usernames; mobile phone number

#### HOW DO WE USE THE DATA WE COLLECT AND HOW LONG DO WE KEEP IT?

Now you know what personal data we might store, you should know why we store it. So why do we store your data and what do we do with it?

- We use the data we collect to allow us to communicate with you and give you the best possible service we can. For example, we store your vehicle details and service history to allow us to make sure your vehicle has been correctly maintained and we use the correct oils and replacement parts.

- On our websites the data that is stored on your account is to allow you to quickly place further orders with us without having to re-enter all your information such as addresses. It is also useful for you to have access to your previous order details which may come in handy if you need to re-order a product.

- We capture your vehicle registration so that we can store the service history for your vehicle. If you no longer own the vehicle, we retain the vehicle data on our system and transfer ownership on our internal computer system when we are made aware that you no longer own the vehicle, or the new owner contacts us.

- Data we capture is used to protect our business and your account with us from fraud and illegal actions.

- Our business premises have CCTV systems installed that help protect our customers (and their property), our staff and our property from crime.
- With your permission we will send you updates by email, SMS, telephone, by post or via social media.
- We may use the data we store to develop, improve or update our internal processes, our computer systems, our products or our services.
- If requested, we are legally obliged to share your data with the Police or other law enforcement body.

We retain your personal data for as long as needed for the purposes we recorded it. When we no longer need your personal data it will be deleted from our systems. Any payment card information that is captured (e.g. over the phone) is destroyed immediately after use. Any web-based transactions are secured and the data is handled by authorised and SSL encrypted payment gateways.

#### WHO DO WE SHARE YOUR DATA WITH?

As a rule we do not share your personal data with any 3rd party, however in order to send you newsletters we may ask for your permission to add you to our mailing list. This means that your email address and name will be added to our account with our email newsletter provider. If we have a trusted partner with whom we need to share your details to fulfil a product or a service we will ask your permission before passing them your details. If another customer asks us for your contact information we will always contact you to get permission before providing this information. The only exception to this is where you have given us prior permission to pass on your information to those we consider suitable. Our newsletter provider complies with regulatory practices for storing personal data. Only Scholar Engines will have access to the personal data stored within the providers servers via our secure account access. If we stop using a particular newsletter service provider, we will export your data and delete all account information the old service provider may have stored.

#### HOW DO WE PROTECT YOUR DATA?

Almost all of your personal data is captured electronically and stored in the cloud using secure accounts from industry-leading providers. In the event that we capture your name or telephone number on paper, this will be destroyed when it is no longer required to assist us in providing you with a product or a service. All access to the personal data you enter into our websites is secure and protected by SSL encryption technology.

#### WHAT RIGHTS DO YOU HAVE OVER YOUR PERSONAL DATA?

You have the following rights of access to your personal data that we hold about you: You can request:

- Access to all the personal data we hold about you, however there may be a charge for this service.
- The correction of your personal data if you believe it is not correct.

- For us to stop using your personal data for sending you newsletters, reminding you about services (and MOT's) and products you may have purchased from us.

You can withdraw your consent for us to store your personal data at any time after you have given us consent to use it. If you do this, we will delete all personal data pertaining to your accounts with us. To protect our business and your confidentiality, if you make a request to access your personal data, we will ask you for proof of identification. Your permission will also be required if another party requests to access to your information. If there is a reason why we cannot complete your request we will contact you with a full explanation.

# CONTACTING THE REGULATORY BODY

In the event that you believe your data is not being handled correctly or we have been unable to provide you with a satisfactory response regarding the use of your personal data, you have the right to contact the Information Commissioners Office and submit a complaint.

Information Commissioners Office

- Telephone: 0303 123 1113

- Website: www.ico.org.uk/concerns

Please check with your regional data protection regulatory body if you are based outside the United Kingdom.

If you are located outside the United Kingdom:

- By providing your personal data to us via our online services or otherwise, you are consenting to us handling your personal data on your behalf.

- If you do not wish for us to store or handle your data in the ways we describe, please contact us.

- To fulfil overseas shipments or the processing of goods through overseas services such as customs or couriers, it may be necessary to pass your personal data to those parties to fulfil your requirements and process your order. By placing your order with us either online or via telephone, you are giving us your consent to do so.

- We will take the same care of your data as any UK-based customer and store it securely until such time as it is no longer needed to provide you with products and services.

# CONTACT DETAILS

Scholar Engines is a Limited company registered in England and Wales.

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If you have any queries please do not hesitate to contact us