

## THE WHITE CLIFFS HOTEL

### Terms & Conditions - Privacy Policy – 18/05/18

When you visit and navigate our site and when you communicate with us via our site, we will not collect personal information about you unless you provide us that information voluntarily. Any non-public personal information that you may provide via our sites will be used solely for the purpose stated on the page where it is collected. We will not sell, license, transmit or disclose your information outside of our company and its affiliated companies unless (a) expressly authorized by you, (b) necessary to enable our contractors or agents to perform certain functions for us, or (c) required or permitted by law. In all cases, we will disclose the information consistent with applicable laws and regulations and we will require the recipient to protect the information and use it only for the purpose it was provided.

By “personal information,” we mean data that is unique to an individual, such as a name, address, e-mail address, or telephone number. From time to time, we may request personal information from you at our sites in order to deliver requested materials to you, respond to your questions, or deliver a product or service.

We welcome your comments or questions about our website and have provided e-mail boxes for that purpose. We will share your comments and questions with our customer service representatives and those employees most capable of addressing your questions and concerns.

Please note that your e-mail, like most, if not all, non-encrypted Internet e-mail communications, may be accessed and viewed by other Internet users, without your knowledge and permission, while in transit to us. For that reason, to protect your privacy, please do not use e-mail to communicate information to us that you consider confidential. If you wish, you may contact us instead via non-cellular telephone at the numbers provided at various locations on our sites.

There may be some locations on our websites where we have made special provisions for a more secure environment in which we can exchange information with you. At each of these locations, we will provide you with appropriate instructions.

We have adopted and adhere to stringent security standards designed to protect non-public personal information against accidental or unauthorized access or disclosure. Among the safeguards that we have developed for this site are administrative, physical and technical barriers that together form a protective firewall around the information stored at this site. We periodically subject our site to simulated intrusion tests and have developed comprehensive disaster recovery plans.

#### Payment Transactions

All payment transactions are handled by a third party payment gateway Welcome Anywhere, whose secure transaction processing environment exceeds industry standards such as PCI DSS. We do not process any credit cards details on our own website and any cardholder data is secured by using a combination of symmetric and asymmetric cryptographic algorithms.

#### Room Deposits / Cancellation Policy

We do not take any advance deposits from the credit/debit card details that you supply when you secure your booking. The full amount is taken on departure.

If you are unable to come and stay we do advise that you contact us at least 48 hours prior to your arrival date to avoid a one night charge to your credit/debit card.

## Table Booking / Cancellation Policy

Please note that the time you have booked is when we need you to be sat at the table, if you would like drinks beforehand please arrive 30 minutes prior. If you are running late please contact us and let us know to avoid cancellation of your booking. If you need to cancel we would like 24 hours notice by calling 01304 852229.

### Terms of use

#### 1. Introduction

These terms and conditions (together with our privacy and cookies policies) apply to your use of The White Cliffs digital channels (such as our website, mobile site or app ('Digital Channel')), whether as a guest or a registered user. Please read these terms and conditions carefully before you start using our Digital Channels. By using any of our digital channels, you indicate that you accept and agree to be bound by these terms and conditions.

If you make a reservation through this one of our Digital Channels our booking terms and conditions will apply to that reservation.

We may revise these terms and conditions at any time. You should check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the website.

The terms and conditions that apply to your use of the website will be those terms and conditions in force on the date you use the website.

#### 2. Operator

This site is operated by The White Cliffs Hotel whose registered office is High Street, St. Margaret's-at-Cliffe, Dover, Kent.

#### 3. About this website

The website is available to everyone, although access to certain features of the website is restricted to registered users.

Access to the website is permitted on a temporary basis. From time to time and without notice, we may withdraw or suspend access to the website or amend, withdraw or discontinue any of the materials and/or features available on it. The website and its content are provided on an "as is" and "as available" basis. We do not guarantee that our site, or any content or features on it, will always be available or be uninterrupted and we will not be liable if for any reason the website (or any part of it) is unavailable at any time or for any period.

We may update our site from time to time, and may change the content at any time. Although we make reasonable efforts to update the information on our site, any of the content on our site may be out of date at any given time. We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

#### 4. Registration and information

If you choose to register to use our site you will be asked to provide a password. You must keep this password confidential. You will be responsible for all activities that take place under it.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

We have the right to disable any password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

You must ensure that any information you provide to us when using the website is true, current and accurate. Please see our privacy policy for details of how we use the information you provide to us.

## 5. Your use of the site

You must not (and must not attempt to) gain or allow unauthorised access to, interfere with the normal operation of, circumvent any security, home page, or other feature of or insert any link to or breach the security measures on any part of the website, including any system or equipment on which the website operates, or any database connected to the website by 'hacking', password mining or otherwise. You must not misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is or may be malicious or technologically harmful. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. Your right to use our site will cease immediately if you do any of the foregoing or otherwise breach these terms and conditions.

We do not guarantee that our site will be secure or free from bugs or viruses.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or on any website linked to it.

## 6. Links

Where the website contains links to other sites and resources provided, these links are provided for your information only. Such links should not be interpreted as endorsement by us of those linked websites. We have no control over the content of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.

You should check the terms of use applicable to any website that you link to from this website.

## 7. Intellectual Property Rights

The White Cliffs Hotel is the owner or licensee of all intellectual property rights in the website. All text, information, graphics, interfaces, photographs, video and other material available on the website are protected by copyright, trade mark and other proprietary and intellectual property laws. All such rights are reserved.

Nothing in these terms and conditions grants or is intended to grant any right, title or interest in the website or any intellectual property rights contained therein. You may not use any of our intellectual property rights without our express written consent however you are permitted to make one copy for the purposes of viewing the content on the website for your own personal use.

## 8. General

### Your rights

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

### Our liability

All content on the website is provided "as is" without any guarantees, conditions or warranties (express or implied) and to the extent permitted by law, we:

- exclude all conditions, warranties and other terms (express or implied) which might otherwise be implied by statute, common law or the law of equity; and
- exclude all liability in contract, tort (including negligence) or for breach of statutory duty, or in any other way, in connection with your use of the Site save as provided in our booking terms and conditions.

#### Applicable law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.

If you are a consumer you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at The White Cliffs Hotel. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business user, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to your reservation and/or stay at The White Cliffs Hotel.

#### Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

All rights not expressly granted in these terms and conditions are reserved.

#### 9. Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please email: [mail@thewhitecliffs.com](mailto:mail@thewhitecliffs.com)

The standard cookie policy for this website is to allow all cookies. This helps to ensure you have the optimal experience. If you would like to continue with our optimal website experience, you don't need to make any changes. If you would like to learn more about how we use cookies or change your settings, you can use the link at the bottom of any page at any time.

#### Privacy policy

As a valued customer of The White Cliffs Hotel, your data is always safe with us.

We have updated our Privacy Policy to make it clearer and easier to understand, and provide you with more detail about your rights under the new General Data Protection Regulation (GDPR), which comes into force on Friday 25 May 2018.

Whenever there is a change in the way we collect and use personal data, we like to keep you updated on how this affects you.

If you'd like to find out more, take a look at our updated Privacy Policy.

## Privacy policy

The White Cliffs Hotel is committed to protecting and respecting your privacy. This privacy policy (together with our Terms and Conditions) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us and tell you about your privacy rights and how the law protects you. By [thewhitecliffs.com](http://thewhitecliffs.com) ("our site") you are accepting and consenting to the practices described in this policy.

## Important information and who we are

This privacy policy aims to give you information on how The White Cliffs Hotel collects and processes your personal data, including any data you may provide when you sign up to our newsletter, purchase a product or service or take part in a competition.

Our site is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other policies and is not intended to override them.

## Controller

For the purposes of the General Data Protection Regulation (EU) the data controller is The White Cliffs Hotel.

This privacy notice is issued on behalf of the The White Cliffs Hotel. If you have any questions about this privacy notice, including details of the Group companies, or any requests to exercise your legal rights, please contact us using the details set out below.

## Contact

Email address: [mail@thewhitecliffs.com](mailto:mail@thewhitecliffs.com)

Postal address: The White Cliffs Hotel, CT156AT

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)), or the equivalent regulatory authority in your country. However, we would like to deal with your concerns before you approach the ICO (or other regulator) so please contact us in the first instance.

## Changes to the privacy notice and your duty to inform us of changes

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

Information we may collect from you

Personal data, or personal information, means any information from an individual can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- Identity Data includes first name, maiden name, last name, username or similar identifier, title, date of birth and gender.
- Contact Data includes billing address, delivery address, email address and telephone numbers.
- Financial Data includes bank account and payment card details.
- Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- Profile Data includes your username and password, reservations or orders made by you, your interests, preferences, feedback and survey responses.
- Usage Data includes information about how you use our website, products and services.
- Marketing and Communications Data includes your preferences in receiving marketing from us and our carefully selected third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). The only exception to this is in relation to limited health data requested when booking a The White Cliffs Hotel Travel Trip, which are governed by separate terms and conditions available at [thewhitecliffs.com](http://thewhitecliffs.com). We do not collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

How is your personal data collected

We use different methods to collect data from and about you including through:

- Information you give us\*\*. \*\* You may give us your Identity, Contact and Financial Data by filling in forms on our site or on our social media pages or profiles, or by corresponding with us by phone, email, in app or otherwise. This includes personal data you provide when you:
  - Apply for our products or services;
  - Create an account on our website
  - Subscribe to our service or publications;
  - Request marketing to be sent to you;
  - Enter a competition, promotion or survey;
  - Give us some feedback; or
  - When you apply for a job position.
- Information we collect about you. With regard to each of your visits to our site we may automatically collect the following information: technical information e.g. about your browser or the device you use to access the site etc., information about your visit such as browsing actions and patterns, e.g. which website you clicked through to reach ours and lengths of visits to pages.

We collect this personal data by using cookies and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. We use cookies to provide you with a good experience when you browse the site and also allows us to improve our site.

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse the site and also allows us to improve our site. Please see our cookie policy (<https://www.thewhitecliffs.com/cookies>) for further details.

- Information we receive from other sources. We may receive personal data about you from various third parties and public sources as set out below:
  - Technical Data from the analytics providers (such as Google based outside the EU);
  - Contact, Financial and Transaction Data from providers of technical, payment and delivery services;
  - Identity and Contact Data from selected business partners, data brokers or aggregators.

use of personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you and to provide you with the information, products and services that you request from us.
- To provide you with information about other goods or services we offer that are similar to those that you have already purchased or enquired about.
- To provide you, or carefully selected third parties to provide you, with information about goods or services we feel may interest you. We will only contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of sale to you).
- Where we or a third party have a legitimate interest and your interests and fundamental rights do not override those interests.
- To comply with a legal or regulatory obligation, including exchanging information with other companies and organisations for the purposes of fraud protection.
- To administer, operate and improve our site and ensure it is presented in the most effective manner; as part of our efforts to keep our site safe and secure; to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- We may combine information we receive from other sources with information you give to us and information we collect about you and use it for the purposes set out above.

Where you opt out of receiving marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

#### Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [contact us](#) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)  (a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(b) Necessary to comply with a legal obligation, such as the payment of corporation tax, or if compelled by order of a Court, or as part of legal proceedings.
To deliver relevant website and app content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)
To assess whether you are suitable for a job at the company	(a) Identity (b) Contact (c) Profile	(a) Necessary for our legitimate interest (b) Performance of a contract with you
To deliver your The White Cliffs Hotel stay	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)

#### Disclosures of your personal data

We may have to share your personal data with the parties set out below for the purposes set out in the table above.

- Internal Third Parties as set out in the Glossary.
- External Third Parties as set out in the Glossary.
- In the event that we sell or buy (or plan to sell or buy) any business or assets or seek investment from a third party investor, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets, or investor, as the case may be. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

#### International transfers

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA working for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see the European Commission: Adequacy of the protection of personal data in non-EU countries.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.
- Where we transfer to US group companies or use providers who are based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

Please [contact us](#) if you would like further information on the specific mechanism used by us when transferring your personal data out of the EEA.

#### Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### Data retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see *Request erasure* below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

#### Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data:

**Request access to your personal data** (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction of the personal data** that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure of your personal data.** This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing of your personal data** where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to

processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, such as where we are obliged by law, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms. An example of this may be where we have obligations to process your Financial data for the purposes of complying with our tax obligations. Please note that if you already have an account with The White Cliffs Hotel, but complete a purchase via the guest checkout, we will be unable to modify your marketing preferences as we will not have the relevant identity information or authority to do so. Your marketing preferences can be amended by you at any time via your account settings, or when you receive further email communication from us.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

For further information on your individual rights, please visit<sup>\*\*:</sup><sup>\*\*</sup> <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>. If you wish to exercise any of the rights set out above, please [contact us](#).

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about

how we assess our legitimate interests against any potential impact on you in respect of specific activities by [contacting us](#).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

## THIRD PARTIES

### Internal Third Parties

Other companies in the The White Cliffs Hotel Group acting as joint controllers or processors.

### External Third Parties

- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the same countries listed above who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Other carefully selected third parties who provide services to The White Cliffs Hotel including (but not limited to): website applications, order processing, warehouse systems, customer services, file storage, event management, payment processing, communication applications, EPOS applications, shipping applications, email campaign management tools, analytic tools, mapping tools and social media.

## Changes to this Statement

We may change this Statement from time to time; when updates are made, the Privacy Policy version date (located at the bottom of this Policy) will also be updated to reflect that a revision occurred. We encourage you to periodically reread this Policy to see if there have been any changes that may affect you. This Statement is not intended to and does not create any contractual or other legal rights in or on behalf of any party.