

Privacy Policy

Introduction

Welcome to Zara Smith Coaching privacy policy.

We respect your privacy and are committed to protecting your personal data. This privacy policy will inform you about how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

It contains important information on who we are and how and why we collect, store, use and share your personal information. It also explains your rights in relation to your personal information and how to contact us or supervisory authorities in the event you have a complaint.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to data protection laws which apply across the European Union and the United Kingdom and we are responsible as 'controller' of that personal information for the purposes of those laws.

By providing us with your data, you warrant to us that you are over 13 years of age.

1. Important information and who we are

Purpose of this privacy policy

This privacy policy aims to give you information on how we collect and process your personal data through your use of this website, including any data you may provide through this website when you fill in our contact form, sign up to receive information from us, purchase a product or service or take part in a competition.

This website 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 policy or 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 notices and is not intended to override them.

Controller

Zara Smith is the controller and responsible for your personal data (collectively referred to "us" in this privacy policy).

If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact us using the details set out below.

Contact details

If you have any questions about this privacy policy or our privacy practices, please contact us. Our full details are:

Full name of legal entity: Zara Smith Coaching

Name or title of person to contact: Miss Z Smith

Email address: hello@zarasmithcoaching.com

Postal address: Office 1, 7 High Street, Hatfield, Doncaster. DN7 6RS

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). However, we care deeply about your data protection rights and we would appreciate the chance to deal with your concerns before you approach the ICO so please contact us using the details above in the first instance.

Your duty to inform us of changes

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 policy or notice of every website you visit.

2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person 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 as follows:

- **Identity Data** includes first name, last name, username or similar identifier, title, date of birth and gender.
- **Contact Data** includes billing address, delivery or postal 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, purchases 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 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.

Sensitive Data

Sensitive data refers to data that 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, and criminal convictions and offences.

We do not collect any other sensitive data about you other than information about your overall health for client record keeping which we legally have to collect.

We require your explicit consent for processing sensitive data, so when you submit your details on the consultation form, we will asking you to confirm your explicit consent to this processing, however no information is ever sold on to a third party.

3. How is your personal data collected?

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

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you (where applicable):
 - 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; or
 - give us some feedback or contact us.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other similar technologies.
- **Analytics** We may receive technical personal data about you from analytics providers such as Google.
- We may receive Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Paypal.

4. How we use your 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.
- Where we need to comply with a legal or regulatory obligation.
- To keep you updated about our products and services where you have consented to this. We shall send this information to you by email. You have the right to withdraw consent to marketing at any time by clicking on the 'unsubscribe' button in our emails.

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.

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 competition or complete a survey	(a) Identity (b) Contact (c) Profile	(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

	(d) Usage (e) Marketing and Communications	our business)
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	(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) (b) Necessary to comply with a legal obligation
To deliver relevant website 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)
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)

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. Our lawful ground for processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and, in each case, you have not opted out of receiving that marketing.

Third-party marketing

We do not share your personal data with any third parties.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our cookie policy.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. 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 in paragraph 4 above:

- External Third Parties such as service providers, professional advisers, HMRC and regulators; and
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. 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 policy.

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.

6. International transfers

We do not transfer your personal data outside the European Economic Area (EEA)

7. 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.

8. Data retention

How long will you use my personal data for?

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. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

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.

If you are not a customer we shall retain your data for 2 years following your last engagement with us.

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.

9. Your legal rights

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

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us hello@zarasmith.org

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.

Changes to this privacy policy

We may change this privacy policy from time to time – when we do we shall inform you via our website.

2 About my Terms

- 2.1 Thank you so much for visiting my website (the Site). These Terms explain how you may use this Site.
- 2.2 References in these Terms to the Site includes all associated web pages.
- 2.3 You should read these Terms carefully before using the Site.
- 2.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 2.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 2.6 If you have any questions about the Site, please contact me by e-mail: hello@zarasmithcoaching.com

2.7 Definitions

Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
Terms	means these terms and conditions of use as updated from time to time under clause 15;
Acceptable use policy	means the policy set out at the end of these Terms
Cookie policy	means the policy which governs how I use cookies in the Site;
I, me or my	means Zara Smith trading as Zara Smith Coaching, Office 1, 7 High Street, Hatfield, Doncaster. DN7 6RS.
Online terms and conditions for the supply of goods or services	means any terms and conditions which will apply to you ordering goods or services using the Site;
Privacy policy	means the policy which governs how I process any personal data collected from you;
Submission	means any text, images, video, audio or other multimedia content, software or other information or material submitted by you or other users to the Site;
You or your	means the person accessing or using the Site or its Content.

- 2.8 Your use of the Site means that you must also comply with my Acceptable Use policy, my Privacy policy, my Cookie policy and my Online terms and conditions for the supply of goods or services, where applicable.

3 Using the Site

- 3.1 The Site is for your personal use only.
- 3.2 You agree that you are solely responsible for any costs and expenses you may incur in relation to your use of the Site.
- 3.3 I seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact me at hello@zarasmithcoaching.com
- 3.4 I may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

4 Ownership, use and intellectual property rights

- 4.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by me. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). I reserve all of my rights in any intellectual property in connection with these Terms. This means, for example, that I remain owner of them and free to use them as I see fit.
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site.

5 Submitting information to the Site

- 5.1 While I try to make sure that the Site is secure, I cannot guarantee the security of any information that you supply to me and therefore I cannot guarantee that it will be kept confidential. For that reason, you should not submit to the Site any information that you regard as confidential, commercially sensitive or valuable.
- 5.2 I may use any Submissions as I see reasonably fit on a free-of-charge basis. I shall not be legally responsible to you or anybody else for any use of Submissions.

6 Accuracy of information and availability of the Site

- 6.1 While I try to make sure that the Site is accurate, up-to-date and free from bugs, I cannot promise that it will be. Furthermore, I cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 6.2 I may suspend or terminate operation of the Site at any time as I see fit.
- 6.3 Content is provided for your general information purposes only and to inform you about me and my products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 6.4 While I try to make sure that the Site is available for your use, I do not promise that the Site is available at all times nor do I promise the uninterrupted use by you of the Site.

7 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. I have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that I endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

Acceptable Use Policy

8 Acceptable use

- 8.1 As a condition of your use of the Site, you agree:
- 8.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms
 - 8.1.2 not to use the Site to commit any act of fraud;
 - 8.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code;
 - 8.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;
 - 8.1.5 not to use the Site to simulate communications from me or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 8.1.6 not to use the Site in any manner that disrupts the operation of my Site or business or the website or business of any other entity;
 - 8.1.7 not to use the Site in any manner that harms minors;
 - 8.1.8 not to promote any unlawful activity;
 - 8.1.9 not to represent or suggest that I endorse any other business, product or service unless I have separately agreed to do so in writing;

8.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks; and

8.1.11 not to attempt to circumvent password or user authentication methods.

9 Interactive services

9.1 I may make interactive services available on the Site, for example areas where you can comment on Content.

9.2 I am not obliged to monitor or moderate Submissions to my interactive services. Where I do monitor or moderate Submissions I shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.

9.3 I may remove or edit any Submissions to any of my interactive services whether they are moderated or not.

9.4 Any Submission you make must comply with my Submission standards set out below.

10 Submission standards

10.1 Any Submission or communication to users of my Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in my discretion, acting reasonably. In particular, you warrant that any Submission or communication is:

10.1.1 your own original work and lawfully submitted;

10.1.2 factually accurate or your own genuinely held belief;

10.1.3 provided with the necessary consent of any third party;

10.1.4 not defamatory or likely to give rise to an allegation of defamation;

10.1.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and

10.1.6 unlikely to cause offence, embarrassment or annoyance to others.

11 Linking and framing

11.1 You may create a link to my Site from another website without my prior written consent provided no such link:

11.1.1 creates a frame or any other browser or border environment around the content of my Site;

11.1.2 implies that I endorse your products or services or any of the products or services of, or available through, the website on which you place a link to my Site;

11.1.3 displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos; or

11.1.4 is placed on a website that itself does not meet the acceptable use requirements of this Policy.

11.2 I reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by me to remove any such link.

12 Using my name and logo

12.1 You may not use my trademarks, logos or trade names except in accordance with these Terms.

13 Breach

13.1 I shall apply these Terms in my absolute discretion. In the event of your breach of the Terms I may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action I consider necessary to remedy the breach.

14 Limitation on my liability

14.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:

14.1.1 losses that:

(a) were not foreseeable to you and me when these Terms were formed; or

(b) that were not caused by any breach on my part

14.1.2 business losses.

15 Variation

No changes to these Terms are valid or have any effect unless agreed by me in writing. I reserve the right to vary these Terms from time to time. My updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by me. It is your responsibility to check these Terms from time to time to verify such variations.

16 Disputes

- 16.1 I shall try to resolve any disputes with you quickly and efficiently.
- 16.2 If you are unhappy with me please contact me as soon as possible to let me know.
- 16.3 If you want to take court proceedings, courts of England and Wales will have exclusive jurisdiction in relation to these Terms.
- 16.4 The laws of England and Wales will apply to these Terms.

Cookie Policy

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 our website and also allows us to improve our site.

A cookie is a small text file which is placed onto your computer (or other electronic device) when you access our website.

We use cookies on this website to:

- recognise you whenever you visit this website (this speeds up your access to the website as you do not have to log in each time);
- obtain information about your preferences, online movements and use of the internet;
- carry out research and statistical analysis to help improve our content, products and services and to help us better understand our visitor requirements and interests;
- target our marketing and advertising campaigns more effectively by providing interest-based advertisements that are personalised to your interests; and
- make your online experience more efficient and enjoyable.

The information we obtain from our use of cookies will not usually contain your personal data. Although we may obtain information about your computer or other electronic device such as your IP address, your browser and/or other internet log information, this will not usually identify you personally. In certain circumstances we may collect personal information about you—but only where you voluntarily provide it (eg by completing an online form).

We use the following types of cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our website.
- Analytical or performance cookies. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests.

Apart from in the case of strictly necessary cookies, we will need your consent in order to use cookies on this website.

First and third party cookies

First party cookies are cookies set by our website. Third party cookies are cookies on our website that are set by another website, such as where we have adverts on our website or use Facebook pixels so that we can show you relevant content from us when you are on Facebook.

We use the following cookies.

- More detail about our cookies**

The table below provides more information about the cookies we use and why:

Cookie preference	civicCookieControl	This cookie is used to remember a user's choice about cookies on our website. Where users have previously indicated a preference, that user's preference will be stored in this cookie.
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Google Analytics	_utma _utmb _utmc _utmz	These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.
Security breach notification form cookie	ASP.NET_SessionId	This cookie is essential for the breach notification form – the form that public electronic communications service providers use to notify the ICO of a security breach – to operate. It is set only for those people using the form. This cookie is deleted when you close your browser. Visit the Microsoft website
YouTube cookies		We embed videos from our official YouTube channel using YouTube’s privacy-enhanced mode. This mode may set cookies on your computer once you click on the YouTube video player, but YouTube will not store personally-identifiable cookie information for playbacks of embedded videos using the privacy-enhanced mode. Read more at YouTube’s embedding videos information page .

- **How to turn off cookies or alter settings**

You can alter your cookie preferences at any time by going to the cookie consent mechanism and changing the relevant setting to ‘off’.

If you do not want to accept cookies, you can also change your browser settings so that cookies are not accepted. If you do this, please be aware that you may lose some of the functionality of this website.

To opt out of being tracked by Google Analytics across all websites, visit <http://tools.google.com/dlpage/gaoptout>.

For further information about cookies and how to disable them please go to the Information Commissioner’s webpage on cookies: <https://ico.org.uk/for-the-public/online/cookies/>.

Except for essential cookies, all cookies will expire after 2 years.