

# MST AUCTIONEERS LTD

## Privacy Policy

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### Privacy Policy

Last updated: 21.05.2018

MST AUCTIONEERS LTD ("us", "we", or "our") operates <http://www.mstauctioneers.co.uk/> (the "Site"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

### Information Collection And Use

#### Information you provide to us

While using our Site, we may ask you to voluntarily provide us with certain personally identifiable information that can be used to contact or identify you; for instance, when you complete an enquiry form on the website. Personally identifiable information may include, but is not limited to your name, address, email address, telephone number ("Personal Information").

#### Telephone Measurement

We may, in some instances, use measurement numbers on our Site. This is solely to understand the performance of the Site. This data is only recorded when you voluntarily choose to call the telephone number listed on our Site. The data that we record is the time, date, duration of the phone call and the telephone number that called our business. The actual phone call conversation is not recorded. The data recorded is logged within a password protected area that also includes an SSL Certificate (Secure Sockets Layer).

### Information our Site collects automatically

#### Log Data and Google Analytics

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data"). We use third-party services such as Google Analytics and AW Stats, to collect standard internet log information and details of visitor behaviour patterns.

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

Other than the above, at this time, we do not attempt to identify visitors to our Site or contact them using this data. We have no plans to do so in the foreseeable future. You will be kept informed of any change to this situation.

### **User and Event Data Retention within Google Analytics**

Google Analytics will retain data for a given timescale before automatically deleting it. These timescales can vary between 14 months, 26 months, 38 months, 50 months or can be set to never automatically expire. The data retention period is automatically set as 26 months, unless otherwise specified.

When data reaches the end of the retention period specified, it is deleted automatically on a monthly basis. We may or may not set retention periods so that they can be reset on new activity. This means that the data retention period would be reset from the date of re-entry as a User to the Site. If you, as the User, do not initiate a new session before the retention period expires, then your data will be deleted.

### **Site Visitor Recording via Hotjar**

We may, in some instances, use [Hotjar](#) in order to better understand our Users' needs and to optimise this service and experience. Hotjar is a technology service that helps us better understand our Users experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don't like, etc.) and this enables us to build and maintain our service with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behaviour and their devices (in particular device's IP address (captured and stored only in anonymized form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), preferred language used to display our website). Hotjar stores this information in a pseudonymized user profile. Neither Hotjar nor we will ever use this information to identify individual users or to match it with further data on an individual user. For further details, please see Hotjar's privacy policy by visiting their website <https://www.hotjar.com/>

You can opt-out to the creation of a user profile, Hotjar's storing of data about your usage of our site and Hotjar's use of tracking cookies on other websites by following this [opt-out link](#).

### **Cookies**

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent.

## **SSL Certificate (Secure Sockets Layer)**

Our website is protected using an SSL Certificate (Secure Sockets Layer). This is the standard security technology that establishes an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

## **Communications**

As a customer or person who has used our services before we may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information for communication purposes only.

We do not share this information with third-parties but in the event that we intend to, you would be notified as to if and with whom we intend to share this data.

## **Security**

The security of your Personal Information is important to us, but remember no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## **Changes To This Privacy Policy**

This Privacy Policy is effective as of 21.05.2018 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

## **Contact Us**

If you have any questions about this Privacy Policy, please contact us on [mailings@mstauctioneers.co.uk](mailto:mailings@mstauctioneers.co.uk).

# Terms of Website Use

[WWW.MSTAUCIONEERS.CO.UK](http://WWW.MSTAUCIONEERS.CO.UK)

## **Terms of website use**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.mstauctioneers.co.uk](http://www.mstauctioneers.co.uk) (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## **INFORMATION ABOUT US**

[www.mstauctioneers.co.uk](http://www.mstauctioneers.co.uk) is a site operated by MST Auctioneers Ltd ("We"). We are registered in England and Wales under company number 6541638 and have our registered office at Hangar 1 Marcus Road, Dunkeswell, Honiton, EX14 4LB. Our main trading address is Hangar 1 Marcus Road, Dunkeswell, Honiton, EX14 4LB. Our VAT number is 585715993.

We are regulated by NAVA Propertymark.

We are a limited company.

## **ACCESSING OUR SITE**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

#### **OUR SITE CHANGES REGULARLY**

We update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

#### **OUR LIABILITY**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;

- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

#### **TRANSACTIONS CONCLUDED THROUGH OUR SITE**

Contracts for the supply of information formed through our site or as a result of visits made by you are governed by our terms and conditions of supply.

#### **UPLOADING MATERIAL TO OUR SITE**

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you supply for our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material supplied by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials supplied by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

#### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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. In the event of such a breach, your right to use our site will cease immediately.

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 our site or to your downloading of any material posted on it, or on any website linked to it.

#### **LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our site other than that set out above, please address your request to [mailings@mstauctioneers.co.uk](mailto:mailings@mstauctioneers.co.uk)

#### **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, 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 our site.

#### **YOUR CONCERNS**

If you have any concerns about material which appears on our site, please contact [mailings@mstauctioneers.co.uk](mailto:mailings@mstauctioneers.co.uk)

Thank you for visiting our site.



