



# Rapid Welding & Industrial Supplies Limited



## **TERMS OF USE AND PRIVACY POLICY OF RAPID WELDING AND INDUSTRIAL SUPPLIES LIMITED**

These Terms of Use apply to your use of our site and by accessing our site, you agree to be bound by the Terms of Use set out below. These Terms of Use incorporate our Privacy Policy at clause 3.

"**Goods**" means goods displayed for sale on our site;

"**Personal Information**" means any information about or related to you which is provided by or collected from you or otherwise received by us, including but not limited to any personal data from which you may be identified;

"**Terms of Use**" means these Terms of Use;

"**Users**" means the users of our site collectively;

"**us/our/we**" means Rapid Welding and Industrial Supplies Limited, a company registered in England and Wales under the number 02431802, whose registered office and main trading address is located at Unit 2D, Portchester Park, Hamilton Road, Cosham, Hampshire, PO6 4QE, United Kingdom. Our VAT registration number is 544 0927 46.

"**our site**" means the website located at [www.rapidwelding.com](http://www.rapidwelding.com) or any subsequent URL which may replace it; and

"**you/your**" means a user of our site.

### **1. COMMUNICATION**

We consider that we have appropriate policies, rules and technical measures in place to protect any information transmitted to or from us by electronic means from improper use or disclosure, unauthorised access, unauthorised modification, unlawful destruction or accidental loss. However, we ask that you please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by email.

Please note that email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, we strongly advise that you take this into consideration before you send us any information by email. By proceeding, you agree that you will send us information by email at your own risk.

Messages sent by email may not be secure and may be intercepted by third parties. If you disregard this warning and choose to send us confidential information, you agree that you do so at your own risk and that you will not hold us responsible for any loss that you suffer as a result.

The email address you provide to us is where we will send our response. If you have chosen to discuss your personal account details via email we will try to respond to you in the same manner. We cannot guarantee the security of your personal information by this communications medium.



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## 2. USE OF OUR SITE

### Access

We will provide you with access to our site in accordance with these Terms of Use. We give no authority (whether implied or express) to deep link to or frame any of the content which appears on our site or to use a representation of our trademarks as a link button without our express agreement.

### Your Obligations

You:

- agree not to use our site (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;
- agree not to upload or transmit through our site without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- agree not to attempt to breach any security or privacy mechanisms associated with our site or attempt to collect information about any other person through our site;
- will not upload or transmit through our site any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- will not use our site in a way that may cause our site to be interrupted, damaged, rendered less efficient or rendered such that the effectiveness or functionality of our site is in any way impaired;
- will not use our site in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
- will not attempt any unauthorised access to any part or component of our site; and,
- agree that in the event that you have any right, claim or action against any other User arising out of that User's use of our site, then you will pursue such right, claim or action independently of, and without recourse to us;
- shall ensure that the Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- will notify us immediately of any changes to the Personal Information by contacting our customer service representatives by e-mail at [sales@rapidwelding.com](mailto:sales@rapidwelding.com) or calling us on +44 (0)23 92 214 214 between 9am-5pm;
- will not impersonate any other person or entity or use a false name or a name that you are not authorised to use; and
- agree that the security of any password issued to you rests with you and that if you know or suspect that someone else knows your password, you will contact us immediately.



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## **Indemnity**

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by us and arising out of any breach of the Terms of Use by you and for any other liabilities arising out of your use of our site, or the use by any other person accessing our site of your personal account details and/or your Personal Information.

## **Our Rights**

We reserve the right to:

- modify or withdraw, temporarily or permanently, our site (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of our site; and/or
- change these Terms of Use from time to time, and your continued use of our site (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using our site.

We will use our reasonable endeavours to maintain our site. You will not be eligible for any compensation because you cannot use any part of our site or because of a failure, suspension or withdrawal of all or part of our site.

We reserve the right to withdraw any Goods from our site at any time and/or remove, screen or edit any materials or content on our site.

We reserve the right to suspend or terminate your use of our site immediately at our reasonable discretion, or if you breach any of your obligations under these Terms of Use.

## **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and shall not be responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, goods or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with our site. We may investigate any reported violation of these Terms of Use or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from our site).



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Supplies Limited**





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## 3. YOUR PRIVACY

References in this clause to:

- **"Data Protection Law"** means: the Data Protection Act 1998 (until repealed) ("**DPA**"), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the General Data Protection Regulation 2016/679 ("**GDPR**") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union; the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); and all applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and
- **"Personal Data"**, **"Data Controller"**, **"Data Processor"** and **"processing"** shall have the meanings given to them in the DPA or, from 25 May 2018, the GDPR.

For the purposes of applicable Data Protection Law, we, Rapid Welding and Industrial Supplies Limited, are the Data Controller and therefore we are responsible for, and control the processing of, your Personal Data in accordance with applicable Data Protection Law. **"Personal Data"** has a legal definition but, in brief, it refers to information from which a living person can be identified. Such information must be protected in accordance with Data Protection Law.

### **Personal Information we may collect about you**

We will collect Personal Information about you when you visit our site or do business with us. This Personal Information may include your name, your contact details (including postal address, email address and telephone number), your payment details, any other information we request from time to time to enable us to provide our site to you and to continue to do business with you and any other information you provide to us.

We may occasionally receive Personal Information about you from other sources, including:

- credit reference and fraud prevention agencies;
- where you have consented for other organisations to lawfully share data with us; or
- where we receive data from trusted third parties to assist us in our marketing efforts.

We will add this data to any information we already hold about you.

Additional information may be collected through the deployment of cookies on our site. See the **"Cookies"** section below for further information on our use of cookies.



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Any of the Personal Information referred to in this sub-clause may or may not constitute or include Personal Data.

## **Safety of Children**

Our services are not intended for and may not permissibly be used by individuals under the age of 16. We do not knowingly collect Personal Data from persons under 16. If it comes to our attention that we have collected Personal Data from such a person, we may delete this Personal Information without notice. If you have reason to believe that this has occurred, please contact [sales@rapidwelding.com](mailto:sales@rapidwelding.com).

## **How long we keep your Personal Information**

We will keep your Personal Information only for as long as we need to hold it for the purposes set out in this clause.

However, if required we will be entitled to hold your Personal Information for longer periods in order to comply with our legal or regulatory obligations.

## **Legal basis for processing your Personal Information**

From 25 May 2018, under applicable Data Protection Law we may only process your Personal Information if we have a "**legal basis**" (i.e. a legally permitted reason) for doing so. We will have a legal basis for processing your Personal Information if:

- you have given us your consent to process your Personal Data (see below); or
- processing is necessary for the performance of a contract you have entered into (i.e. we need to process your Personal Information in order to provide you with Goods), or in order to take any preliminary steps that you consider are required before you can enter into such a contract; or
- processing is necessary to allow us to comply with our legal obligations; or
- processing is necessary in order to protect your vital interests; or
- processing is necessary for us to perform tasks that are of public interest or in the exercise of official authority (where applicable); or
- processing is necessary for our legitimate interests, provided that these legitimate interests are not overridden by your fundamental rights.

## **Your consent to processing**

If you have previously given your consent to the processing of your Personal Information, you may freely withdraw such consent at any time. You can do this by notifying us in writing using our contact details below.



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If you withdraw your consent, and if we do not have another legal basis for processing your Personal Information (see above), then we will stop processing your Personal Information. If we do have another legal basis for processing your Personal Information then we may continue to do so subject to your legal rights (for which see "**Your Rights**" below).

Where we are unable to rely on consent, we will rely on the performance of a contract with you or compliance with our legal obligations as the basis for processing your Personal Information, unless we consider that processing is necessary for our legitimate interests (e.g. delivery and/or improvement of our services). Marketing is considered separately below.

## **How we use your Personal Information**

We will use your Personal Information for the following purposes:

- to help us identify you and any customer account you hold with us;
- administration of your customer account and any Goods you order from us;
- to assist us in complying with or enforcing any legal obligations;
- research, statistical analysis and behavioural analysis;
- to provide insights based on aggregated, anonymous data collected through the research and analysis referred to above;
- fraud prevention and detection;
- billing and order fulfilment;
- to improve our services; and
- marketing (see '**Marketing**' below).

## **Marketing**

If you have not purchased Goods from us or enquired about purchasing any of our Goods and if you have given us prior permission, then we will use the Personal Information we hold about you to contact you by email for the purpose of letting you know about our Goods. If you prefer not to receive these communications from us, or if you no longer wish to receive them, then you can opt out at any time.

If you are an existing customer of ours, or if you have previously purchased Goods from us or enquired about purchasing any of our Goods, we may use the Personal Information we hold about you to contact you by email to provide you with details of similar Goods to those purchased or enquired about by you. If you prefer not to receive these communications from us, or if you no longer wish to receive them, then you can opt out at any time. We have undertaken a legitimate interests assessment of our marketing practices and we have concluded that legitimate interests is an appropriate basis for those practices, as we consider that it is reasonable to assume that you would expect us to promote our Goods to you in this manner and that doing so involves relatively little intrusion into your privacy or any disproportionate impact on your fundamental rights; furthermore, because we utilise an email marketing system which allows us to exercise a



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sophisticated degree of control over your marketing preferences, we do not consider that a less invasive form of processing is available to achieve the same ends.

You have the right at any time to ask us to stop processing your Personal Information for marketing purposes. If you wish to exercise this right, you should contact us by sending an email to [sales@rapidwelding.com](mailto:sales@rapidwelding.com) giving us enough information to identify you and deal with your request. Alternatively you can follow the unsubscribe instructions in emails you receive from us.

## **Sharing Personal Information**

We may share your Personal Information with:

- other companies within our group;
- our suppliers, subcontractors, agents and service providers who help us to provide our Goods (and we will ensure they have appropriate measures in place to protect your Personal Information);
- law enforcement agencies in connection with any investigation to help prevent unlawful activity;
- regulatory bodies, in response to any official request; and
- if our business is sold or integrated with another business, your Personal Information may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

## **Keeping your Personal Information secure**

We will use technical and organisational measures in accordance with good industry practice to safeguard your Personal Information. However, while we will use all reasonable efforts to safeguard your Personal Information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any Personal Information that is transferred from you or to you via the internet.

## **Monitoring**

We may monitor and record communications with you (such as telephone conversations and emails) for the purpose of quality assurance, training, fraud prevention and compliance. Any information that we receive through such monitoring and communication will be added to the information we already hold about you and may also be used for any of the purposes listed in this clause.

## **Personal Information about other individuals**

If you give us information on behalf of a third party, you confirm that the third party has appointed you to act on his/her/their behalf and has agreed that you can:

- give consent on his/her/their behalf to the processing of his/her/their information;





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- receive on his/her/their behalf any data protection notices; and
- give consent to the transfer of his/her/their information abroad (if applicable).

## Overseas transfers

From time to time we may need to transfer your Personal Information to countries outside the European Economic Area, which comprises the EU member states plus Norway, Iceland and Liechtenstein ('EEA'). Such countries may not have similar protections in place regarding protection and use of your Personal Information as those set out in this clause. Therefore, if we do transfer your Personal Information to countries outside the EEA we will take reasonable steps in accordance with applicable Data Protection Law to ensure adequate protections are in place to protect the security of your Personal Information.

By submitting your Personal Information to us in accordance with this clause you consent to these transfers for the purposes specified in this clause.

## Your rights

This section sets out your legal rights in respect of any of your Personal Data that we are holding and/or processing. If you wish to exercise any of your legal rights you should put your request in writing to us (using our contact details below) giving us enough information to identify you and respond to your request.

- You have the right (which up until 25 May 2018 may be subject to the payment of a small fee) to request information about Personal Data that we may hold and/or process about you, including: whether or not we are holding and/or processing your Personal Data; the extent of the Personal Data we are holding; and the purposes and extent of the processing.
- You have the right to have any inaccurate information we hold about you be corrected and/or updated. If any of the Personal Information that you have provided changes, or if you become aware of any inaccuracies in such Personal Information, please let us know in writing giving us enough information deal with the change or correction.
- You have the right in certain circumstances to request that we delete all Personal Data we hold about you (the '**right of erasure**'). Please note that this right of erasure is not available in all circumstances, for example where we need to retain the Personal Data for legal compliance purposes. If this is the case we will let you know.
- You have the right in certain circumstances to request that we restrict the processing of your Personal Data, for example where the Personal Data is inaccurate or where you have objected to the processing (see below).
- You have the right to request a copy of the Personal Data we hold about you and to have it provided in a structured format suitable for you to be able to transfer it to a different data controller (the '**right to data portability**'). Please note that the right to data portability is only available in some circumstances, for example where the processing is carried out by



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automated means. If you request the right to data portability and it is not available to you we will let you know.

- You have the right in certain circumstances to object to processing of your Personal Data. If so, we shall stop processing your Personal Data unless we can demonstrate sufficient and compelling legitimate grounds for continuing the processing which override your own interests.
- You have the right in certain circumstances not to be subject to a decision based solely on automated processing, for example where a computer algorithm (rather than a person) makes decisions which affect your contractual rights. Please note that this right is not available in all circumstances. If you request this right and it is not available to you we will let you know.

## Complaints

If you have any concerns about how we collect or process your Personal Information then you have the right to lodge a complaint with a supervisory authority, which for the UK is the UK Information Commissioner's Office ('ICO'). Complaints can be submitted to the ICO through the ICO helpline by calling 0303 123 1113. Further information about reporting concerns to the ICO is available at <https://ico.org.uk/concerns/>.

## Cookies

When you access our site, cookies will be used to distinguish you from other visitors to our site. Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. The information is used to track visitor use of our site and allows us to:

- provide you with an enjoyable experience when you access our site;
- improve our site; and
- compile statistical reports on visitors to our site and activity on our site.

Our software will issue cookies to your system when you access and use our site and you will be asked to consent to this at the time (e.g. when you first visit our site). Cookies do not affect your privacy and security since a cookie cannot read data off your system or read cookie files created by other sites. You can set your system not to accept cookies if you wish (for example by changing your browser settings so cookies are not accepted), however please note that some of the features of our site may not function if you remove cookies from your system.

For further general information about cookies please visit <http://www.aboutcookies.org> or <http://www.allaboutcookies.org>.



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## 4. GENERAL

### Intellectual Property and Right to Use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of our site shall remain at all times vested in us, our suppliers or our licensors. You are permitted to use this material only as expressly authorised by us, our suppliers or our licensors.

You acknowledge and agree that the material and content contained within our site is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content on our site is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, modify, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### Limitation of Liability

While we will use reasonable endeavours to verify the accuracy of any information we place on our site, we make no warranties, whether express or implied in relation to its accuracy.

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 is provided on an "as is" and "as available" basis without any representation or endorsement made. We make no warranties of any kind, whether express or implied, in relation to our site. To the maximum extent permitted by law, we hereby expressly exclude any and all liability arising directly or indirectly from, or in relation to, our site.

We make no warranty that our site will meet your requirements or that your use of our site will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for (i) any loss of content or material uploaded or transmitted through our site; or (ii) any damage to your computer system or loss of data that results from downloading or using any material or data from our site.

### Severance

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of these Terms of Use.

### Waiver

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

### Entire Agreement



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These Terms of Use (as amended from time to time) comprise the entire agreement between you and us relating to the subject matter thereof and supersede any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between you and us in relation to such matters. You confirm that you have read these Terms of Use and, you fully understand them and you also agree that these Terms of Use are the only terms that govern your relationship with us regarding the use of our site.

## **Law**

The Terms of Use shall be governed by and construed in accordance with English law and you irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## **Handling Complaints**

There may be occasions when you are unhappy with the service that we provided to you. In these cases, we will endeavour to be fair and efficient in handling any complaint you should have and to process your complaint confidentially.

If you have a complaint, please send us a letter to this address: Rapid Welding and Industrial Supplies Limited, Customer Services Department, Unit 2D, Portchester Park, Hamilton Road, Cosham, Hampshire, PO6 4QE, United Kingdom, or an e-mail to this address: [sales@rapidwelding.com](mailto:sales@rapidwelding.com).

We will endeavour to provide you with a likely timescale for resolving the dispute. We will keep you informed about the progress of your complaint. We undertake to check our system regularly for handling complaints and we welcome any suggestion you may have in relation to how this system may be improved.

Thank you for visiting our site.