

**Paul Bentley Wholesale Ltd**

**Terms and Conditions**

**1. Failure to Comply**

Failure to comply with these terms may result in the reduction of discount or the withholding of further supplies.

**2. Overdue Accounts**

Overdue accounts may incur a surcharge of 2.5% for each month that they remain unpaid.

**3. Uncleared Cheques**

Cheques returned to the bank marked as "REFER TO DRAWER-PLEASE REPRESENT" will be subject to a charge of £15.00 to cover bank charges.

Cheques returned unpaid marked as "REFER TO DRAWER" will be subject to a charge of £25.00 to cover bank charges.

**4. New Accounts**

A credit account can only be opened at the company's discretion, after receipt of satisfactory references and credit checks. Any account unable to supply suitable references will be dealt with on a C.O.D. basis for a trial period of six months.

**5. Delivery**

Delivery of the Goods shall be made by the Seller to the place in the United Kingdom specified in the Buyer's order, or if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

**6. Goods**

Goods remain the property of Paul Bentley Wholesale Ltd until they are paid in full and may be withdrawn from the premises if payment is not received as per the agreed terms.

**7. Shortages**

Any shortages in orders must be advised to the office of Paul Bentley Wholesale Ltd within 24 hours of delivery.

**WE REGRET WE ARE UNABLE TO ACCEPT FOR CREDIT ANY OUT OF DATE PRODUCTS UNLESS AGREED WITH BY THE OFFICE**

**Paul Bentley Wholesale Ltd**

**Website Terms and Conditions**

The Paul Bentley Wholesale website has been created by National Wholesale Confectioners Ltd t/a Sugro UK for Paul Bentley Wholesale Ltd.

**1. Use of the Paul Bentley Wholesale Online Website**

The Paul Bentley Wholesale Online website is provided to you free of charge for your personal use subject to these Terms and Conditions and our Privacy and Cookies Policy. By using the Paul Bentley Wholesale Online website, you agree to be bound by these Terms and Conditions and our Privacy and Cookies Policy.

All orders and purchases made on the Paul Bentley Wholesale Online website will also be governed by the specific Product Terms relevant to Paul Bentley Wholesale Ltd.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

**2. Registration**

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.

**3. Password and security**

When you register to use the Paul Bentley Wholesale Online website you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password, you should notify us by contacting Paul Bentley Wholesale Ltd immediately through the supplied contact details.

If Paul Bentley Wholesale Ltd has reason to believe that there is likely to be a breach of security or misuse of the Paul Bentley Wholesale Online website, we may require you to change your password or we may suspend your account.

**4. Limitations**

You may not use the Paul Bentley Wholesale Online website for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
- gaining unauthorised access to other computer systems
- interfering with any other person's use or enjoyment of the Paul Bentley Wholesale Online website
- breaching any laws concerning the use of public telecommunications networks
- interfering or disrupting networks or web sites connected to the Paul Bentley Wholesale Online website
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner Paul Bentley Wholesale Ltd

reserves the right to remove material already posted on the Paul Bentley Wholesale Online website.

**5. Availability of the Paul Bentley Wholesale Online website**

Although Paul Bentley Wholesale Ltd aims to offer you the best service possible, Paul Bentley Wholesale Ltd makes no promise that the services at the Paul Bentley Wholesale Online website will meet your requirements. Paul Bentley Wholesale Ltd cannot guarantee that the service will be fault free. If a fault occurs in the service, you should report it to Paul Bentley Wholesale Ltd through the supplied contact details and we will attempt to correct the fault as soon as we reasonably can.

Your access to the Paul Bentley Wholesale Online website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. Paul Bentley Wholesale Ltd will attempt to restore the service as soon as it reasonably can.

**6. Paul Bentley Wholesale Ltd's right to suspend or cancel your registration**

Paul Bentley Wholesale Ltd may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

## Website Privacy and Cookie policy

### 1. Using your information

Collecting your personal information helps Paul Bentley Wholesale Ltd to better understand what you need from us. We use your information to:

- manage and improve the Website.
- personalise our services to you.
- administer and operate your account.
- tell you about important changes to the Website and our services.
- understand your shopping behaviour to develop and improve our products and services.
- manage promotions, competitions, customer surveys and questionnaires.
- check and verify your identity to prevent or detect crime.

Your personal information is safe with us and will never be released to companies outside Paul Bentley Wholesale Ltd for their marketing purposes.

We may use and share anonymised information outside Paul Bentley Wholesale Ltd. However, we would like to reassure you that this never includes your personal information.

### 2. Cookies

In order to comply with new rules, we use a system of classifying the different types of cookies which we use on the Website, or which may be dropped by third parties through our websites. The classification was developed by the International Chamber of Commerce UK and explains more about which cookies we use and why we use them.

We only use strictly necessary cookies

These cookies enable services you have specifically asked for. For those types of cookies that are strictly necessary, no consent is required.

These cookies are essential in order to enable you to move around the Website and use its features, such as accessing secure areas of the Website. Without these cookies services you have asked for, like shopping baskets or e-billing, cannot be provided.

## Paul Bentley Wholesale Privacy Policy

Paul Bentley Wholesale understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all our customers and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

### 1. Information About Us

Trading Name:	Paul Bentley Wholesale Ltd
Limited CompanyNo:	5363403
Company Address:	Catheralls Industrial Estate, Brookhill Way, Buckley, Flintshire CH7 3PS
VAT Reg:	338 5831 33
Data Protection Officer:	Stacey O'Neil
Email address:	stacey@paulbentleywholesale.com
Telephone number:	01244 549317
Postal Address:	Catheralls Industrial Estate, Brookhill Way, Buckley, Flintshire CH7 3PS
Buying Group:	Sugro UK

### 2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

### 3. What is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

### 4. What Are My Rights?

Under the GDPR, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b) The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we have. Please contact us using the details in Part 11 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- h) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 11.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information

## 5. What Personal Data Do You Collect?

We may collect some or all the following personal data this may vary according to your relationship with us:

- Name
- Address
- Email address
- Telephone number
- Business name

Some of your personal data is obtained from the following third party:

- Paul Bentley Wholesale Ltd (Sugro UK) who currently run our Website

## 6. How Do You Use My Personal Data?

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Your personal data will be used for the following purposes:

- Providing and managing your account.
- Supplying our products to you. Your personal details are required in order for us enter into a contract with you.
- Personalising and tailoring our products for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email and post that you have opted-in to, you may unsubscribe or opt-out at any time by emailing [orders@paulbentleywholesale.com](mailto:orders@paulbentleywholesale.com) or logging in to your online accounts and updating your preferences.

With your permission and where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone and post with information, news, and offers on our products. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

## 7. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

- Until you are no longer our customer and the 7-year minimum period of business recording has passed;

## 8. How and Where Do You Store or Transfer My Personal Data?

We will only store or transfer your personal data in the UK. This means that it will be fully protected under the GDPR. All data is stored on password and anti-virus protected computers.

## 9. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to one important exception.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

## 10. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11. To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 14 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

## 11. **How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details:

Stacey O'Neil

Email address: [stacey@paulbentleywholesale.com](mailto:stacey@paulbentleywholesale.com)

Telephone number: 01244 549317/543329

Postal Address: Paul Bentley Wholesale Ltd, Catheralls Industrial Estate, Brookhill Way, Buckley, Flintshire, CH7 3PS

## 12. **Changes to this Privacy Notice**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available on our website.