

TERMS AND CONDITIONS (“TERMS”)

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These Terms tell you the rules for using Our website www.bexleyecofest.co.uk (Our “Site”).

The **Eco Festival** is an annual event organised by the Eco Festival Collaborators that aims to promote local community groups, environmental education and sustainability, health and wellbeing and provide entertainment. The event is aimed at a range of age groups including children, young adults and adults.

WHO WE ARE AND HOW TO CONTACT US

www.bexleyecofest.co.uk is the website operated by the Eco Festival Collaborators who are:

- **The London Borough of Bexley** (The Mayor and Burgesses of the London Borough of Bexley) registered offices at Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7AT
- **Cory Riverside Energy** (Cory Environmental Holdings Limited) (company no: 5360864) registered office at Level 5, 10 Dominion Street, London EC2M 2EF
- **London South East Colleges** (Bromley College of Further and Higher Education)

(together known as ‘Eco Festival Collaborators’ and each a ‘Eco Festival Collaborator’)(“We”, “Our”, “Us”).

To contact Us, please send relevant correspondence to equiries@bexleyecofest.co.uk or please write to Us at Level 5, 10 Dominion Street, London EC2M 2EF.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By visiting Our Site you confirm that you accept these Terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these Terms for future reference.

These Terms of use refer to the following additional terms, which also apply to your use of Our Site:

- Our Privacy and Cookie Policy is found at the end of these Terms of use, which sets out the terms on which we process any personal data We collect from you, or that you provide to Us. As well as, information about the cookies on our Site. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the terms that apply at that time.

We keep these Terms under regular review. These Terms were last updated on 16 October 2020.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change Our Site from time to time to reflect changes to the Bexley Eco Festival, Our users' needs and Our business and service priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge.

We do not guarantee that Our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them.

HOW YOU MAY USE MATERIAL ON OUR SITE

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 use and you may draw the attention of others to content 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 content on Our Site must always be acknowledged.

You must not use any part of the content or our brands 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.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on Our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Site.

Although We make reasonable efforts to update the information on Our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on Our Site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This Site may include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by Us. The views expressed by other users on Our Site do not represent Our views or values.

If you wish to complain about information and materials uploaded by other users please contact Us on equiries@bexleyecofest.co.uk

Should you publish any material (for example but not limited to articles, comments, statement, photographs, films etc.) that is likely to be upsetting, insulting, or objectionable to some or most people in our opinion (“Inappropriate Material”) We shall remove such Inappropriate Material as we deem necessary at Our sole discretion, from Our Site permanently.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- We do not exclude or limit in any way Our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, Our Site; or

- use of or reliance on any content displayed on Our Site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that Our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access Our Site. You should use your own virus protection software.

You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

RULES ABOUT LINKING TO OUR SITE

You may link to Our home page on Our Site, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.

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 to Our Site in 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.

If you wish to link to or make any use of content on Our Site other than that set out above, please contact Us at enquiries@bexleyecofest.co.uk

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are an independent visitor to Our Site, please note that these Terms of use, their subject matter and their formation, are governed by English law. You and We both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

OUR TRADE MARKS ARE REGISTERED

Each Eco Festival Collaborator's trade marks are registered.

You are not permitted to use them without Our approval, unless they are part of material you are using as permitted under an agreed trademark licence. If you wish to discuss a trademark licence with Us then please contact Us on enquiries@bexleyecofest.co.uk

Information We may collect from you

For the purpose of the EU General Data Protection Regulation ((EU) 2016/649) as amended from time to time (the "Act"), the data controller is each of the Eco Festival Collaborators who is responsible for Our Site.

Our nominated representative for the purpose of the Act is the General Counsel and Company Secretary of Cory Environmental Holdings Limited. If you have any questions about this privacy notice please contact the General Counsel at enquiries@bexleyecofest.co.uk

Personal data 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). You may give Us information about you by filling in forms on Our Site (for example the 'Contact Us' form) or by corresponding with Us by phone, e-mail or otherwise. The information you give Us may include your name, address, e-mail address and phone number and personal description.

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, title, date of birth and gender.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Transaction Data** includes details about payment to and from you and other details of services you have purchased from Us.
- **Technical Data** includes the internet protocol (IP) address used to connect your computer to the internet, 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 Our Sites.

- **Usage Data** includes information about how you use Our website and services, including the full Uniform Resource Locators (“URL”) clickstream to, through and from Our Sites (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call Us.
- **Marketing and Communication 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.

Information We receive from other sources. We may receive information about you if you use any of the other websites We operate or the other services We provide. We also work closely with third parties (for example, any Eco Festival contributors and/or participants, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

How We use your information

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:

- When you use the Site, We may use your IP address and cookies to provide certain functionality to you and to better understand how Our services are being used. You can read more about Our use of Cookies below;
- Where We need to perform the contract We are about to enter into or have entered into with you;
- Where it is necessary for Our legitimate interests (or those of a third party) and your interests and fundamental rights do not override these interests;
- Where We need to comply with a legal or regulatory obligation.

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. Please note that We may process your personal data for more than one lawful ground depending on the specific purpose for which We are using your data. Please Contact Us if you need details about the specific legal ground We are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you for the Eco Festival.	(a) Identity	Performance of the Eco Festival.

	(b) Contact	
To process and deliver any additional information you may request from Us.	(a) Identity (b) Contact (c) Transaction (d) Marketing and Communications	(a) Performance of the Eco Festival (b) Necessary for our legitimate interests (to recover debts due to us).
To manage Our relationship with you.	(a) Identity (b) Contract	(a) Performance of the Eco Festival (b) Necessary to comply with a legal obligation (c) Necessary for Our legitimate interests (to keep Our records update).
To administer and protect Our business and Our Site (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 restricting exercise) (b) Necessary to comply with a legal obligation.
To use data analytics to improve our Sites, services, and user experiences.	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of people who are using our services, to keep our Sites updated).

Disclosure of your information

We may share your personal data with any member of the Eco Festival Collaborators.

We may share your information with selected third parties including:

1. Those businesses and/or individuals that participate in and/or contribute to the Eco Festival for the performance of the Eco Festival.
2. Analytics and search engine providers that assist Us in the improvement and optimisation of Our site.

We may disclose your personal data to third parties:

1. In the event that You request additional information about certain activities and information provided on Our Site, We may disclose your personal data to the organisers of such activities.
2. If We are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply Our terms of use and other agreements; or to protect the rights, property, or safety of the users of the Eco Festival, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.

Where We store your personal data

The data that We collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Us or for one of Our suppliers. Such staff maybe engaged in any services We provide for you or seek as a result of providing services to you. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Policy.

Data Security

We have appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. Unfortunately, the transmission of information via the internet is not completely secure. Although We will do Our best to protect your personal data, We cannot guarantee the security of your data transmitted to Our Sites; any transmission is at your own risk. Once We have received your information, We will use strict procedures and security features to try to prevent unauthorised access. We also have procedures in place to deal with any suspected personal data breach and We will notify you and any applicable regulator of a breach where We are legally required to do so.

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.

Third-Party Marketing

We will get your express opt-in consent before We share your personal data with any company outside of the Eco Festival Collaborators for marketing purposes unless you have expressly requested additional information from any Eco Festival participant and/or contributor in which case we may pass on your personal information to such Eco Festival participant and/or contributor in order that they may contact you to provide you with the information you have requested.

Opting out

You have a right to ask Us not to process your personal data for marketing purposes. We will inform you (before collecting your data) if We intend to use your data for such purposes or if We intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can ask Us or third parties to stop sending you marketing message at any time by following the opt-out links on any marketing message sent to you. Otherwise, please email us at enquiries@bexleyecofest.co.uk

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to Us as a result of service experience for the Eco Festival or other transaction.

Our Site contains links to websites of the Eco Festival Collaborator’s websites and Our

affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that We do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data on these websites.

Access to information

The Act gives you the right to access information held about you. 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. If you wish to exercise your rights of access granted by the Act, please Contact Us by emailing at enquiries@bexleyecofest.co.uk

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

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

Data Retention

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

To determine the appropriate retention period for personal data, We consider the amount, 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 these purposes through other means, and the applicable legal requirements. Details of retention periods for different aspects of your personal data are available in Our retention policy which you can request from Us by emailing us at enquiries@bexleyecofest.co.uk

Our use of Cookies

Cookies are small text files that are placed on your computer by websites that you visit. They are widely used to make websites work, or work more efficiently, as well as to provide information to the owners of the website. We don't use cookies to personally identify you; Our aim in using them is to be able to make the Sites better for you.

The below explains the cookies We use and what each is for.

- **Statistic cookies** – are used to help Us understand how visitors interact with Our Site
- **Other/unclassified cookie** – the unclassified cookies is used for the purposes of the cookie consent pop-up

Changing your browser settings for cookies

You can adjust the settings in your web browser to refuse all or some browser cookies, or to alter you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of Our Sites may become inaccessible or not function properly.