



**THE BRISTOL
PORT COMPANY**

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Terms and Conditions

First Corporate Shipping Ltd trading as The Bristol Port Company (“BPC”/“We”/“Us”) are committed to protecting and respecting your privacy.

The **Terms of Use** provide the terms for accessing and using the Bristol Port website.

This **Privacy** and **Cookie Policy** (together with our **Terms of Use** and any other documents referred to) is the basis on which personal data we collect or you provide, will be processed by us. If you have any questions about this Policy and/or your personal data please email us at dpo@bristolport.co.uk ^[1].

We review the Privacy and Cookie Policy regularly. If we need to make changes to this Policy we will post new versions of it on our website www.bristolport.co.uk ^[2] (the “Site”).

This Privacy and Cookie Policy was last reviewed in January 2015.

PRIVACY NOTICE

BPC is a data controller for the purpose of the Data Protection Act 1998.

By proceeding to use our service you consent that we may process the personal data (including sensitive personal data) that we collect from you in accordance with our **Privacy Policy** below.

In particular, we may use information we hold about you for the purposes of providing you with our services and improving our site.

The data that we collect from you may be transferred to, and stored or processed at, a destination outside the European Economic Area ("EEA"). By submitting your personal data, you agree to this transfer, storing or processing.

Please address any questions, comments and requests regarding our data processing practices to dpo@bristolport.co.uk ^[3]

- [Terms of Use](#)

- Privacy Policy
- Cookie Policy
- Statutory information

INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

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USE OF THE WEBSITE

- These terms (together with our Privacy and Cookie Policy) sets out the terms on which you may make use of the BPC website, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.
- Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. By using 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 of use, you must not use our site.

ACCESSING THE WEBSITE

- The site is available free of charge but we do not guarantee that it, or any content on it, will always be available or uninterrupted. Access to the site is permitted on a temporary basis. We may suspend, withdraw, discontinue, change or remove access to all or any part of the site without notice and we will not be liable to you if for any reason our site is unavailable at any time or for any period.

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

YOUR ACCOUNT AND PASSWORD

- If you choose, or you are provided with, a user identification code, password or any other information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must notify us promptly.
- We have the right at any time to disable any user identification code or password without notice, whether chosen by you or allocated by us.

PROHIBITED USE

- You must not misuse the BPC site by knowingly introducing material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the site, the server on which the site is stored or any server, computer or database connected to the site. We will report any suspected breaches of the law 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.
- Further, the information provided on the BPC web site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation thereof or which may subject the supplier of the service available through this web site and its affiliates to any regulatory requirement within such jurisdiction or country.

NO WARRANTY OR RELIANCE

- BPC gives no warranties and makes no representations, express or implied, as to the accuracy, quality, validity, timeliness, completeness or availability of any information contained in the BPC website and it should not be relied on. The use of this web site and any of its information is at your own risk, and BPC assumes no responsibility whatsoever in connection with such use.

NON-REPRESENTATION

- Any opinion, comments or information of any person made, given or distributed in or

through this web site shall not be viewed as endorsed or agreed by BPC or representing BPC's opinion or intention. BPC particularly declares that if any person expresses opinion or comments or provides advice or information on any political, social, economic, business or investment matters or defames any person on this web site and causes losses to BPC, BPC reserves all the right to claim damages and/or apply for other legal remedies.

USE OF LINKS

- You may link to the site provided that it is fair and legal and does not affect BPC's reputation or take advantage of it. You must not link in such a way as to suggest any form of association, approval or endorsement on BPC's part where none exists. You must not establish a link to the site in any website that is not owned by you. The site must not be framed on any other site, nor may you create a link to any part of the site other than the home page.
- We reserve the right to withdraw linking permission without notice.

THIRD PARTY LINKING

- Certain links in this site may lead to websites which are not connected with or under the control of BPC. When you activate any of these you will leave this web site. BPC has no control over and will accept no responsibility or liability in respect of the material on any third party website; any link is provided for your information only. BPC makes no guarantees or representations as to, and shall have no liability whatsoever for, any electronic content delivered by any third party site.

LIMITATION OF LIABILITY

- To the fullest extent permissible by law, BPC exclude all conditions, warranties, representations and other terms which might apply whether express or implied, and neither BPC or any of its shareholders directors or employees will be liable or have any responsibility for damages of any kind, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether direct, indirect, special, consequential or incidental, resulting from access or use of, or inability to access or use, this web site or any web sites or pages linked to this web site, including (without limitation) damages resulting from the act or omission of any third party, even if any member of BPC has been advised of the possibility thereof. This includes but is not limited to loss of profits, business interruption, opportunity, goodwill or reputation.
- Further, BPC will not be liable for any loss or damage caused by any technologically harmful material that may infect your computer equipment or other proprietary material due to your use of the site or to your downloading of any content on it, or on any website linked to it.

- Nothing in these terms of use excludes or limits our liability for anything that cannot be excluded or limited by English law.

CHANGES

- We may revise these terms at any time by amending this page so please check this page from time to time to take notice of any changes we make, as they are binding on you.
- We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it and nor do we guarantee that our site, or any content on it, will be free from errors or omissions.

GOVERNING LAW

- The site, its content, and these terms, disclaimers and exclusions shall be governed by and construed in accordance with English law and you and we both submit to the exclusive jurisdiction of the Courts of England and Wales. If any provision of these terms, disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

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INFORMATION WE MAY COLLECT FROM YOU

- Information you may give us about you by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. This includes but is not limited to information you provide when you register to use our site, subscribe to our service and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.
- Information we may collect about you with regard to each of your visits to our site. This may include but is not limited to technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); 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.
- Information we may receive from other sources about you if you use any of the other websites we operate or the other services we provide. We are also working closely with third parties (including, for example, 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.

?USES MADE OF THE INFORMATION

- We may use information you give us to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us; to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about; to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you; to notify you about changes to our service; to ensure that content from our site is presented in the most effective manner for you and for your computer.
- Information we collect about you. We may use the information we collect about you to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes; to improve our site to ensure that content is presented in the most effective manner for you and for your computer; to allow you to participate in interactive features of our service, when you choose to do so; as part of our efforts to keep our site safe and secure; to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- We may combine information we receive from other sources with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

DISCLOSURE OF YOUR INFORMATION

- We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006 and with selected third parties including but not limited to business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you; advertisers and advertising networks that require the data to select and serve relevant adverts to you and others; analytics and search engine providers that assist us in the improvement and optimisation of our site.
- We may disclose your personal information to third parties in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; if BPC or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets; 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 BPC, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

?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, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. 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 privacy policy.

- All information you provide to us is stored on our secure servers. [Any payment transactions will be encrypted.] Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 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 site; 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.

YOUR RIGHTS

- You have the right to ask us not to process your personal data for marketing purposes. We will usually 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 also exercise the right at any time by contacting us at dpo@bristolport.co.uk ^[4].

COOKIES AND IP ADDRESSES

Our Site uses cookies to distinguish you from other users. This helps us to provide you with a good experience when you browse and also allows us to improve our Site.

By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use cookies that are required for the operation of our website (they include, for example, cookies that enable you to log into the secure area of our website); to allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it in order to help us to improve the way our website works; to recognise you when you return to our website in order to enable us to personalise our content for you; to record your visit to our website, the pages you have visited and the links you have followed in order to make our website more relevant to your interests.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie Name	Purpose	More information
"has_js"	Javascript detection	Determines whether the browser has javascript enabled or not
"[Table Name]"	Saves data table customization settings	Saves settings on first page visit and whenever 'save settings' is selected
Session cookie	md5 hash key unique to the user	Used when logged in, expires on log out

Please note that third parties may also use cookies, over which we have no control.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org [5].

 First Corporate Shipping Limited trading as The Bristol Port Company

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Reg No: 2542406

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- [3] <mailto:dpo@bristolport.co.uk?subject=BPC%20Website%20Privacy%20Notice>
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