

Chameleon Arran LLP

This document contains the following important documentation governing your use of our site, the terms and conditions under which we offer to do business and our privacy and cookie policy.

This set of documents was last updated 31 March 2020

Table of Contents

- 'Terms of Sale' under which we do business on Our Site (including, at Clauses 11 & 12, our 'Refund and Returns' policy)
- Website Disclaimer for Our Site
- Website Terms of Use for Our Site
- Privacy Policy (including details regarding cookies) for Our Site

TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to consumers through this website, www.chameleonarran.com ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 8;
"Goods"	means the goods sold by Us through Our Site;
"Order"	means your order for Goods;
"Despatch Notification"	means our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order; and
"We/Us/Our"	means Chameleon Arran LLP, a limited liability partnership registered in Scotland under SO305704, whose registered address and main trading address is 28 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR.

2. Information About Us

Our Site, www.chameleonarran.com, is owned and operated by Chameleon Arran LLP, a limited liability partnership registered in Scotland under SO305 704, whose registered address and main trading address is 28 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR. Our VAT number is 260 1791 19.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use that may be found by following the link 'Legals & Privacy' in the footer of Our Site home page.

Please ensure that you have read them carefully and that you understand them.

4. Age Restrictions

Consumers may only purchase Goods through Our Site if they are at least 18 years of age.

5. Business Customers

These Terms of Sale do not apply to customers purchasing Goods in the course of business.

6. International Customers

Please note that We only deliver within the United Kingdom.

7. Goods, Pricing and Availability

7.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:

7.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;

7.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.

7.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).

7.3 Where appropriate, you may be required to select the required size, model, colour, number of the Goods that you are purchasing.

7.4 We cannot guarantee that Goods will always be available. Stock indications are provided on Our Site, however such indications may not also be accurate due to technical limitations in our IT systems.

7.5 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods.

7.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 7.9 regarding VAT, however).

7.7 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in

writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 14 days, We will treat your Order as cancelled and notify you of this in writing.

- 7.8 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 7.9 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 7.10 Delivery charges are not included in the price of Goods displayed on Our Site. For more information on delivery charges, please refer to our delivery options displayed on Our Site. Delivery options and related charges will be presented to you as part of the order process.

8. Orders – How Contracts Are Formed

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 8.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 8.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Despatch Notification by email (that for the avoidance of doubt, is an email headed 'Your order is on its way'). Only once We have sent you a Despatch Notification will there be a legally binding Contract between Us and you.
- 8.4 Despatch Notifications shall contain the following information:
 - 8.4.1 Your Order Number;
 - 8.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
 - 8.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
 - 8.4.4 Estimated delivery date(s)
- 8.5 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to

you as soon as possible and in any event within 14 calendar days.

- 8.6 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Goods unless you specifically request that We make a refund using a different method.

9. Payment

- 9.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process.
- 9.2 We accept the following methods of payment on Our Site, although not all may be available at all times:
- 9.2.1 Card payment processed by Wix Payments;
 - 9.2.2 PayPal checkout.

10. Delivery, Risk and Ownership

- 10.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Despatch Notification otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 14).
- 10.2 If for any reason we are unable to deliver the Goods to your chosen delivery address, we will leave a note informing you that the Goods have been returned to our premises with instructions for arranging re-delivery. If you do not collect the Goods or arrange for re-delivery, we will contact you to ask for further instructions. We may charge you for storage costs and for re-delivery. If we cannot contact you despite our reasonable efforts, or we cannot arrange re-delivery or collection, we may end the Contract and issue you with a refund but may deduct a reasonable sum in compensation for any net costs incurred by us as a result.
- 10.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our Despatch Notification (or as otherwise agreed or specified as under sub-Clause 10.1), if any of the following apply you may treat the Contract as being at an end immediately:
- 10.3.1 We have refused to deliver your Goods; or
 - 10.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 10.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 10.4 If you do not wish to cancel under sub-Clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 10.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you within 14 calendar days. Please note that if any cancelled Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods.

- 10.6 Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address including, where relevant, any alternative address you have provided.
- 10.7 Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 10.8 Any refunds due under this Clause 10 will be made using the same payment method that you used when ordering the Goods unless you specifically request that We make a refund using a different method.

11. Faulty, Damaged or Incorrect Goods

- 11.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact Us at richard@chameleonarran.com as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Your available remedies will be as follows:
 - 11.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.
 - 11.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.
 - 11.1.3 If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time or without significant inconvenience to you), you may ask Us to attempt the repair or replacement again (you do not have to give Us multiple opportunities to do so if you do not want to), or you have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
 - 11.1.4 If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
 - 11.1.5 Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of

time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

- 11.2 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 11 merely because you have changed your mind. If you are a consumer, you have a legal right to a 14 calendar day cooling-off period within which you can return Goods for this reason. Please refer to Clause 12 for more details.
- 11.3 To return Goods to Us for any reason under this Clause 11, please contact Us at richard@chameleonarran.com to arrange for a collection and return. We will be fully responsible for the costs of returning Goods under this Clause 11 and will reimburse you where appropriate.
- 11.4 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 11.5 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 11.6 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Goods unless you specifically request that We make a refund using a different method.
- 11.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

12. Cancelling and Returning Goods if You Change Your Mind

- 12.1 If you are a consumer, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Delivery Notification, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Delivery Notification.
- 12.2 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling-off period. You may do so in any way you wish, however for your convenience We offer a cancellation form (attached to the end of this document). Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
 - 12.2.1 Telephone: 01770 600201;
 - 12.2.2 Email: richard@chameleonarran.com;
 - 12.2.3 Post: Chameleon Arran LLP, 20 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR;

In each case, providing Us with your name, address, email address, telephone number, and Order Number.

- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.4 Please note that you may lose your legal right to cancel under this Clause 12 in the following circumstances:
 - 12.4.1 If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;
 - 12.4.2 If the Goods have been personalised or custom-made for you.
- 12.5 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.
- 12.6 You may return Goods to Us in person during Our business hours of (see Our Site for current hours) or you may return them by post or another suitable delivery service of your choice to Our returns address at Chameleon Arran LLP, 28 Hamilton Terrace, Lamblash, Isle of Arran, KA27 8LR. Please contact us before returning Goods. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 12.
- 12.7 Refunds under this Clause 12 will be issued to you within 14 calendar days of the following:
 - 12.7.1 The day on which We receive the Goods back; or
 - 12.7.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 12.7.1); or
 - 12.7.3 If We have not yet provided an Despatch Notification or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 12.8 Refunds under this Clause 12 may be subject to deductions in the following circumstances:
 - 12.8.1 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
 - 12.8.2 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We are required by law to reimburse standard delivery charges (or the equivalent) only.
- 12.9 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods unless you specifically request that We make a refund using a different method.

13. Our Liability to Consumers

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a

result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 13.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
 - 14.2.1 We will inform you as soon as is reasonably possible;
 - 14.2.2 We will take all reasonable steps to minimise the delay;
 - 14.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
 - 14.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
 - 14.2.5 If the event outside of Our control continues for more than 30 calendar days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled;
 - 14.2.6 If an event outside of Our control occurs and continues for more than 30 calendar days and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience We offer a cancellation form on (attached to the end of this document). If you would prefer to contact Us directly to cancel, please use the following details:

Telephone: 01770 600201;

Email: richard@chameleonarran.com;

Post: Chameleon Arran LLP, 28 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR;

In each case, providing Us with your name, address, email address,

telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled.

15. Communication and Contact Details

- 15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01770 600201, by email at richard@chameleonarran.com, or by post at Chameleon Arran LLP, 28 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR.
- 15.2 For matters relating the Goods or your Order, please contact Us using any of the details provided in Clause 15.1.
- 15.3 For matters relating to cancellations, please contact Us using any of the details of Clause 15.1 or refer to the relevant Clauses above.

16. Complaints and Feedback

- 16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

17. How We Use Your Personal Information (Data Protection)

- 17.1 All personal data that We may collect about you and use will be collected, held, and processed in accordance with UK data protection law (including, but not limited to, the GDPR (and any successor legislation which applies following the UK's departure from the European Union), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003).
- 17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy that may be found by following the link 'Legals & Privacy' in the footer of Our Site home page.

18. Other Important Terms

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to

enforce any provision of these Terms of Sale. This is subject to sub-Clause 18.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.

- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within 14 calendar days of your cancellation.

19. Law and Jurisdiction

- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of Scotland.
- 19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland.

Cancellation Form

To: Chameleon Arran LLP
28 Hamilton Terrace
Lamlash
Isle of Arran
KA27 8LR

richard@chameleonarran.com

I/We(*) hereby give notice that I/we(*) cancel my/our(*) contract of sale for the following goods,

Order number:

Order on(*)/received on(*):

Name of consumer(s):

Address of consumer(s):

.....

.....

.....

Email:

Tel:

Signature of consumer(s)
(only if this form is notified
on paper):

Date:

(*) Delete as appropriate

SALE OF GOODS WEBSITE DISCLAIMER

- 1.1 The Content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only.
- 1.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you and you are a consumer, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 1.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning goods for sale through Our Site.

WEBSITE TERMS OF USE

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.chameleonarran.com ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of goods. Please refer to our Terms of Sale for more information, set out earlier in this set of documents.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"User"	means a user of Our Site;
"User Content"	means any content submitted to Our Site by Users including, but not limited to, product reviews, comments, etc; and
"We/Us/Our"	means Chameleon Arran LLP, with details as set out in our 'Terms of Sale' earlier in this set of documents.

2. Information About Us

Our Site, is owned and operated by Us.

3. Access to Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Accounts

- 4.1 Certain parts of Our Site may require an Account in order to access them.
- 4.2 You may not create an Account if you are under 18 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account, consisting of a combination of letters, some uppercase and of numbers. It is your responsibility to keep your password safe. If you believe your Account is being used without your permission, please contact Us immediately at richard@chameleonarran.com. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else's Account.
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 17.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.
- 4.8 If you close your Account, any user content, for example reviews you have created on Our Site may be deleted.

5. Intellectual Property Rights

- 5.1 With the exception of User Content (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-Clause(s) 5.3 and 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print one copy of any page(s) from Our Site;
 - 5.3.4 Download extracts from pages on Our Site; and
 - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access,

viewing and use of Our Site for general information purposes whether by business users or consumers.

- 5.6 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. User Content

- 6.1 User Content on Our Site includes (but is not necessarily limited to) product reviews, comments etc.
- 6.2 An Account is required if you wish to submit User Content. Please refer to Clause 4 for more information.
- 6.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 12.
- 6.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.5 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Content within Our Site.
- 6.6 If you wish to remove User Content from Our Site, the User Content in question will be deleted. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.7 We may reject, reclassify, or remove any User Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

7. Links to Our Site

- 7.1 You may link to Our Site provided that:
- 7.1.1 you do so in a fair and legal manner;
- 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
- 7.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and

- 7.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 7.2 You may not link to any page other than the homepage of Our Site, Deep-linking to other pages requires Our express written permission. Please contact Us at richard@chameleonarran.com for further information.
- 7.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at richard@chameleonarran.com for further information.
- 7.4 You may not link to Our Site from any other site the main content of which contains material that:
 - 7.4.1 is sexually explicit;
 - 7.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 7.4.3 promotes violence;
 - 7.4.4 promotes or assists in any form of unlawful activity;
 - 7.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 7.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 7.4.7 is calculated or is otherwise likely to deceive another person;
 - 7.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 7.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
 - 7.4.10 implies any form of affiliation with Us where none exists;
 - 7.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 7.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 7.5 The content restrictions in sub-Clause 7.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 7.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

8. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for

the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

9. Disclaimers

- 9.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only.
- 9.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning goods for sale through Our Site. Please refer to Our Terms of Sale for more information, set out earlier in this set of documents.
- 9.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way.

10. Our Liability

- 10.1 The provisions of this Clause 10 apply only to the use of Our Site and not to the sale of goods, which is governed separately by Our Terms of Sale set out earlier in this set of documents.
- 10.2 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.
- 10.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 10.4 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 10.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, subject to sub-Clause 9.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from

it) or any other site referred to on Our Site.

- 10.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 10.7 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Viruses, Malware and Security

- 11.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 11.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 11.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 11.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 11.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 11.6 By breaching the provisions of sub-Clauses 11.3 to 11.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

12. Acceptable Usage Policy

- 12.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 12. Specifically:
 - 12.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 12.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 12.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 12.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 12.2 When submitting User Content (or communicating in any other way using Our

Site), you must not submit, communicate or otherwise do anything that:

12.2.1 is sexually explicit;

12.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;

12.2.3 promotes violence;

12.2.4 promotes or assists in any form of unlawful activity;

12.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;

12.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

12.2.7 is calculated or is otherwise likely to deceive;

12.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

12.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 12.2);

12.2.10 implies any form of affiliation with Us where none exists;

12.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

12.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

12.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 12 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

12.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;

12.3.2 remove any User Content submitted by you that violates this Acceptable Usage Policy;

12.3.3 issue you with a written warning;

12.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

12.3.5 take further legal action against you as appropriate;

12.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

12.3.7 any other actions which We deem reasonably appropriate (and lawful).

12.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

13. Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policies, set out later in this set of documents. These policies are incorporated into these Terms of Use by this reference.

14. Changes to these Terms of Use

14.1 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

14.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

15. Contacting Us

To contact Us, please email Us at richard@chameleonarran.com or using any of the methods provided on Our contact page at www.chameleonarran.com/contact.

16. Communications from Us

16.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.

16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 14 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

16.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at richard@chameleonarran.com.

17. Data Protection

17.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy set out later in this set of documents.

18. Law and Jurisdiction

18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in

accordance with the law of Scotland.

- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the [non] exclusive jurisdiction of the courts of Scotland.

PRIVACY POLICY

BACKGROUND:

Chameleon Arran LLP 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 everyone who visits this website, www.chameleonarran.com (Our Site") 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.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of this Privacy Policy is requested before placing an order on Our Site.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

"Account"	means an account optionally required to access and/or use certain areas and features of Our Site;
"Cookie"	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in Part 14, below.

2. Information About Us

Our Site is owned and operated by Chameleon Arran LLP, a limited liability partnership registered in Scotland under company number SO305704.

Our registered address and main trading address is 28 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR.

Our VAT number is 260 1791 19

Our representative and Data Protection Officer is Richard Fletcher, richard@chameleonarran.com, 01770 600201.

3. What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. Our Site may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

4. What Is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") 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.

5. **What Are My Rights?**

Under the Data Protection Legislation, 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 Policy 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 15.
- b) The right to access the personal data we. Part 13 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 15 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 hold. Please contact us using the details in Part 15 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 withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) 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.
- i) Rights relating to automated decision-making and profiling. We 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 15.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

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 Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 15.

6. **What Data Do You Collect and How?**

Depending upon your use of Our Site, we may collect and hold some or all of the personal and non-personal data that you provide to us. This data will be collected by

you entering information onto Our Site, whether to create an account, get in contact with us or place an Order with us.

We do not collect any 'special category' or 'sensitive' personal data or personal data relating to children or data relating to criminal convictions and/or offences.

7. **How Do You Use My Personal Data?**

Under the Data Protection Legislation, we must always have a lawful basis for using personal data.

There are two lawful bases for our processing of your data. Firstly, all personal data you provide to us is provided with your **clear consent**. Secondly, some personal data is processed by us to enable us to honour the **contract** entered into when you make and Order for the purchase of goods from Our Site.

With your permission and/or where permitted by law, we use your personal data for marketing purposes, which may include contacting you by email with information, news, and offers on our products and services. 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 Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

Third Parties whose content appears on Our Site may use third-party Cookies, as detailed below in Part 14. Please refer to Part 14 for more information on controlling cookies. Please note that we do not control the activities of such third parties, nor the data that they collect and use themselves, and we advise you to check the privacy policies of any such third parties.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact us using the details in Part 15.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

8. **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.

9. **How and Where Do You Store or Transfer My Personal Data?**

We may store or transfer some or all of your personal data in countries that are not part of the European Economic Area (the "EEA" consists of all EU member states, plus Norway, Iceland, and Liechtenstein). These are known as "third countries" and may not have data protection laws that are as strong as those in the UK and/or the EEA. This means that we will rely upon the Data Protection provisions of our platform supplier WIX.com to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation.

The security of your personal data is essential us, and to protect your data, we take a number of important measures, including the following:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data) including notifying you and/or the Information Commissioner's Office where we are legally required to do so;

10. **Do You Share My Personal Data?**

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

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

11. **How Can I Control My Personal Data?**

11.1 In addition to your rights under the Data Protection Legislation, set out in Part 5, when you submit personal data via Our Site, you may be given options to restrict our use of your personal data. In particular, we aim to give you strong controls on our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from us which you may do by unsubscribing using the links provided in our emails.

11.2 You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service ("the TPS"), the Corporate Telephone Preference Service ("the CTPS"), and the Mailing Preference Service ("the MPS"). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

12. **Can I Withhold Information?**

You may access certain areas of Our Site without providing any personal data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.]

13. **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 15. 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 progress.

14. How Do You Use Cookies?

Our site is operated for us by our platform provider WIX.com. The WIX.com platform controls how and who may place cookies operate on Our Site.

Upon first accessing Our Site, you are alerted to our use of cookies and given the opportunity to access and to review this Privacy Policy.

All Cookies used by and on Our Site are used in accordance with current Cookie Law and the capabilities of the Wix.com platform. Please see the Wix.com cookie information page for further information at <https://support.wix.com/en/article/cookies-and-your-wix-site>

15. 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 (for the attention of Richard Fletcher):

Email address: richard@chameleonarran.com.

Telephone number: 01770 600201

Postal Address: Chameleon Arran LLP, 28 Hamilton Terrace, Lamlash, Isle of Arran, KA27 8LR.

16. Changes to this Privacy Policy

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

Any changes will be immediately posted Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date. This Privacy Policy was last updated on 31 March 2020.