

Website Use Policy

Scope of application

This Policy is applicable to all employees, managers and members of the governing bodies of URBASER S.A., its subsidiaries and holdings/joint ventures in which URBASER is the majority shareholder / partner or where control is held by URBASER's management ("URBASER" or "the Company"). It is the responsibility of all URBASER employees to act professionally and protect the Company's reputation.

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Policy



Javier Peiro
Managing Director

Cheltenham, GL53 7JT

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1. WEBSITE COOKIE POLICY

1.1 Use of cookies

We use cookies on this website to distinguish you from other users of the website. This helps us to provide you with a good experience when you visit the site and to improve the site.

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 (or another electronic device you use) when you visit this website.

1.2 Third Party cookies

Third party suppliers with whom we work to run this website may also use cookies, over which we have no control. Such third-party cookies are likely to be analytical cookies or performance cookies or targeting cookies. These third parties include Google Analytics. For further information including how to deactivate the use of third-party cookies, please visit the website of the relevant third party.

1.3 Description of cookies we use

We use the following cookies:

Necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.

Non-necessary cookies (including analytical and targeting cookies). These allow us to recognise visitors and to see how visitors move around our website when they are using it. They also help us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily. We may also share this information with third parties for this purpose.

The table below provides more information about the cookies we use and why:

Cookie	Purpose	Expiration	More Information
<i>CONSENT</i>	<i>Used to detect if the visitor has accepted the marketing category in the cookie banner.</i>	<i>2 years</i>	<i>Added by Youtube via Squarespace analytics</i>
<i>crumb</i>	<i>Ensures visitor browsing security by</i>	<i>Session</i>	

	<i>preventing cross-site request forgery. This cookie is essential for the security of the website and visitor [identifies unique visitors and tracks visitor's session]</i>		
<i>test</i>	<i>Used to detect if the visitor has accepted the marketing category in the cookie banner. [This cookie is necessary for GDPR compliance of the website.]</i>	<i>Persistent</i>	
<i>_ga</i>	<i>Used to Distinguish Users by registering a unique ID that is used to generate statistical data on how the visitor uses the website</i>	<i>2 years</i>	<i>Added by Google analytics</i>
<i>_gat</i>	<i>Used to throttle request rate</i>	<i>1 day</i>	<i>Added by Google analytics</i>
<i>_gid</i>	<i>Used to Distinguish Users by registering a unique ID used to generate statistical data on how the visitor uses the website</i>	<i>1 day</i>	<i>Added by Google analytics</i>
<i>squarespacelikes</i>	<i>Facilitates sharing function on the website. Also allows websites to track and target the visitors with advertisement based on the user's likes and shares.</i>	<i>Persistent</i>	<i>Added by Square Space analytics</i>
<i>p.gif</i>	<i>Monitors special fonts used on website for internal</i>	<i>Session</i>	

	<i>analysis. Cookie does not register any visitor data.</i>		
<i>Vuid</i>	<i>Collects data on the user's visits to the website such as what pages a user visits</i>	<i>2 years</i>	<i>Added by Vimeo via Square Space analytics</i>
<i>VISITOR_INFO1_LIVE</i>	<i>Tries to estimate visitors' bandwidth on pages with integrated You Tube videos</i>	<i>179 days</i>	<i>Added by You tube via Square Space analytics</i>
<i>YSC</i>	<i>Used to Distinguish users by registering a unique ID used to keep statistics of what videos from You Tube visitors have seen</i>	<i>Session</i>	<i>Added by You Tube via Square Space analytics</i>

1.4 How to turn off cookies

You can block cookies by activating the settings in your browser that allows you to refuse some or all cookies. Please note that if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of this website or you may lose some of the functionality of this website.

For further information about cookies and how to disable them please go to the Information Commissioner's webpage on cookies: <https://ico.org.uk/for-the-public/online/cookies/>

2. WEBSITE PRIVACY POLICY

2.1 Introduction

The websites www.urbaser.co.uk, www.gardenrecyclingscheme.co.uk and www.northhertsgardenwaste.co.uk are operated by Urbaser Limited (Registered office: First Floor, Westmoreland House, 80-86 Bath Road, Cheltenham GL53 7JT– Company number: 03588422 – VAT No: 753 858 196) under the domain name www.urbaser.co.uk and are part of the Urbaser Group (referred to as “we”, “us”, “our”), which group also includes the operating entities listed at www.urbaser.es.



We take your privacy seriously and we ask that you read this website privacy policy carefully as it contains important information on:

- the personal information we collect about you
- what we do with your information, and
- who your information might be shared with.

By using our websites you are accepting and consenting to the practices described in this policy

2.2 Who we are

Urbaser Group is made up of different legal entities, so when it is written “we”, “us” or “our” in this privacy notice, it refers to the relevant company in the Urbaser Group responsible for processing your personal data.

Urbaser Ltd is a ‘data controller’ for the purposes of data protection law for the websites mentioned above.

2.3 What information we collect

Personal information provided by you

We collect personal information about you, such as your name, user name, password, address, phone number, e-mail address, financial and credit card information, personal message, when you register with us or purchase products or services from us. We also collect personal information when you contact us, send us feedback, post material to our site, complete customer surveys or participate in competitions or fill in forms on our site.

Personal information provided by third parties

Occasionally we may receive information about you from other sources (such as credit reference agencies), which we will add to the information we already hold about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Information we collect about you

With regard to each of your visits to our site we will automatically collect technical information, including the internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, identifiers associated with your device, website visited last, email communications, discussions or messages submitted, and location information based on your settings.

Special Categories of Personal Data

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

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Failing to Provide Personal Data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

2.4 Use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our sites. For detailed information on the cookies we use and the purposes for which we use them see our cookie policy www.urbaser.co.uk/cookie-policy

2.5 How will we use the information about you?

We will only use your personal data when the law allows us to, for example (i) to perform the contract we are about to enter into or have entered into with you (ii) for our legitimate interests or (iii) to comply with a legal or regulatory obligation. Most commonly we collect information about you so that we can:

- identify you and manage any accounts you hold with us;
- process your order;
- detect and prevent fraud;
- customise our websites and their content to your particular preferences;
- carry out security vetting; and
- improve our services

2.6 Who your information might be shared with

We may disclose your personal data to:

- other companies within our group. This may involve transferring your data outside the UK but only to countries that have been deemed to provide an adequate level of protection for personal data;
- law enforcement agencies in connection with any investigation to help prevent unlawful activity
- service providers based in the UK who provide IT and system administration services; and
- third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

Where we disclose your data to third parties, we require that they respect the security of your personal data and treat it in accordance with the law and our instructions.



2.7 Keeping your data secure

We will use technical and organisational measures to safeguard your personal data, for example:

- access to your account is controlled by a password and user name that are unique to you;
- we store your personal data on secure servers; and

while we will use all reasonable efforts to safeguard your personal data, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data that are transferred from you or to you via the internet. If you have any particular concerns about your information, please contact us (see 'How can you contact us?' below)

2.8 Data retention

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

2.9 What rights do you have?

Under certain circumstances, you have rights under data protection laws in relation to your personal data:

- Request access to your personal data
- Request correction of your personal data
- Request erasure of your personal data
- Object to processing of your personal data
- Request restriction of processing your personal data
- Request transfer of your personal data
- Right to withdraw consent

If you wish to exercise any of the rights set out above, please contact us. 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 could refuse to comply with your request in these circumstances.

2.10 Changes to the Privacy Policy and your duty to inform us of changes

We may change this Privacy Policy from time to time. You should check this policy occasionally to ensure you are aware of the most recent version that will apply each time you access our websites.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

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2.11 How to contact us

If you wish to contact us, please send an email to enquiries@urbaser.co.uk, write to us at Urbaser Limited - First Floor, Westmoreland House, 80-86 Bath Road, Cheltenham GL53 7JT or call us on 01242 248880

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). However, please contact us in the first instance, so we can deal with your concerns.

3. WEBSITE TERMS OF USE

3.1 Terms and Conditions

These Website Terms of Use apply to the following websites www.urbaser.co.uk, www.gardenrecyclingscheme.co.uk and www.northhertsgardenwaste.co.uk, which are operated by Urbaser Limited (Registered office: First Floor, Westmoreland House, 80-86 Bath Road, Cheltenham GL53 7JT– Company number: 03588422 – VAT No: 753 858 196). These websites are part of the Urbaser Group (referred to as “we”, “us”, “our”), which group also includes the operating entities which listed at www.urbaser.es.

By proceeding beyond the homepage you agree to accept these Terms of Use and we agree to grant you a non-exclusive, non-transferable license to use these websites in accordance with the conditions set out below.

We may revise these Terms of Use from time to time without notice and such revision will take effect when it is posted on these websites. Your continued use of these websites will be regarded as your acceptance of these Terms of Use as amended.

In addition to the provisions of these Website Terms of Use, there may also be specific and additional terms that apply to certain sections of these websites. Because those specific and additional provisions also apply to your use of those sections, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of these Website Terms of Use and those other specific and additional provisions, the specific and additional provisions will prevail.

Finally, these Terms of Use refer to the following additional terms, which also apply to your use of our site:

- Our Website Privacy Policy www.urbaser.co.uk/privacy-policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Website Cookie Policy www.urbaser.co.uk/cookie-policy which sets out information about the cookies on our sites.

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3.2 Copyright and submitted material

All materials and information on these websites, including without limitation any logo, design, text, graphic and their arrangement ("Content") are licensed to or owned by a member of the Urbaser group. Unless we indicate otherwise you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior permission or the written permission of the copyright owner. You may access and use the Content and these websites for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

You acknowledge and agree that if you contribute Content to the websites, such Content will become our property and you hereby assign all rights, title and interests in and to such contributions to us. We reserve the right to remove any Content from the websites at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

Any comments or materials sent to us through the websites including feedback data, questions, comments and suggestions (collectively "Feedback"), will be deemed to be non-confidential. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

3.3 Third-party links

We may provide links on these websites to the websites of third parties. However, you acknowledge and agree that we have no control over and do not monitor these third-party websites or their contents. We make no representations about and cannot accept any liability for these websites and their contents. A link to a third-party website does not mean that we endorse the content of that website. Your access to third-party websites may be governed by their own terms of use.

You may not create a link to these websites from another website or document without our prior written consent.

We reserve the right to withdraw linking permission without notice

3.4 User conduct

You are responsible for all of your activity in connection with accessing these websites. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the websites. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user.

In accessing these websites, you must not:

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- disrupt or interfere with the websites, or any services, system resources, accounts, servers or networks connected to or accessible through these websites or linked websites;
- disrupt or interfere with any other user's enjoyment of these websites or linked websites;
- use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the websites, or any of the Content, without our prior written permission;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the websites;
- reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the websites;
- use the websites to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity;
- engage in any kind of illegal, criminal or tortious activity through the use of the websites, including infringement of any third party intellectual property rights (including without limitation copyright, trademarks, patent, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug dealing, gambling, harassment, stalking, spamming, hacking, sending of viruses or other harmful files, or illegal posting of computer passwords or computer code;
- attempt to obtain unauthorised access to these websites or parts of these websites that are not opened to public access; or
- post or transmit to or via these websites any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication.

If we issue you with a password that permits you to access certain parts of these websites, you are solely responsible for any use of the websites through such access, whether authorised or not.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on these websites. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

We will not be liable for any loss or damage caused by a denial-of-service attack or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of these websites or to your downloading of any material posted on it, or on any website linked to it.

3.5 Indemnity

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the websites, your breach of these Terms of Use, or your breach of any rights of third parties.

3.6 Limitation of liability

Subject to any responsibilities implied by law and which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses,

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damages, liabilities, claims and expenses (including but not limited to legal costs and defense or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or performance of these websites (or material accessed via these websites), or to access of the websites by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms of Use, under any law are hereby excluded.

3.7 Warranty

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our sites from time to time, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up to date

3.8 Jurisdiction and applicable law

The English courts shall have exclusive jurisdiction over any claim arising from, or related to, a visit to these websites although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These Terms of Use are governed by English law

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