



PRIVACY POLICY

Mint Projects Ltd. supplies and installs anti ligature and non anti ligature doors, door sets and, ironmongery, protection devices and coverings.

Version date: 3rd June 2019

1. Introduction

Mint Projects Ltd. processes personal data relating to our staff and to the staff of our customers. This policy sets out Mint Projects Ltd. commitment to ensuring that any personal data, including special category personal data, which Mint Projects Ltd. processes is carried out in compliance with Data Protection Law. 'Data Protection Law' includes the General Data Protection Regulation 2016/679; the UK Data Protection Act 2018 and all relevant EU and UK data protection legislation. Mint Projects Ltd. ensures that good data protection practice is embedded in the culture of our staff and our organisation.

We use a variety of security technologies and procedures to help protect your personal information from unauthorised access, use, or disclosure. For example, we store the personal information you provide on computer servers with limited access that are located in controlled facilities. Additionally, when we transmit sensitive personal information (such as a credit card number) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

2. Scope

This policy applies to all personal data processed by Mint Projects Ltd and is part of Mint Projects Ltd's approach to compliance with Data Protection Law. All Mint Projects Ltd staff are expected to comply with this policy and failure to comply may lead to disciplinary action for misconduct, including dismissal. Obtaining (including accessing) or disclosing personal data in breach of Mint Projects Ltd's data protection policies may also be a criminal offence.

3. Data protection principles

Mint Projects Ltd complies with the Data Protection Principles set out below. When processing personal data it ensures that:

- it is processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- it is collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; ('purpose limitation')
- it is all adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; ('data minimisation')
- it is all accurate and, where necessary, kept up to date and that reasonable steps will be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy')

- it is kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; ('storage limitation')
- it is processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

Mint Projects Ltd will facilitate any request from a data subject who wishes to exercise their rights under Data Protection Law as appropriate, always communicating in a concise, transparent, intelligible and easily accessible form and without undue delay.

Mint Projects Ltd will, in limited circumstances, transfer personal data outwith the EU, for example when engaging the services of automated marketing providers or using cloud customer relationship management systems. Where we do so, we will ensure that the appropriate level of protection required by Data Protection Law is in place.

4. Process/Procedures/Guidance

Mint Projects Ltd will:

- ensure that the legal basis for processing personal data is identified in advance and that all processing complies with the law;
- not do anything with your data that you would not expect given the content of this policy and the fair processing or privacy notice.
- ensure that appropriate privacy notices are in place advising data subjects how and why their data is being processed, and in particular advising data subjects of their rights;
- only collect and process the personal data that it needs for purposes it has identified in advance;
- ensure that as far as possible the personal data it holds is accurate, or a system is in place for ensuring that it is kept up to date as far as possible;
- only hold onto your personal data for as long as it is required after which time Mint Projects Ltd will securely erase or delete the personal data;
- ensure that appropriate security measures are in place to ensure that personal data can only be accessed by those who need to access it and that it is held and transferred securely.

Mint Projects Ltd will ensure that all staff who handle personal data on its behalf are aware of their responsibilities under this policy and other relevant data protection and information security policies; that they are adequately trained; and adequately supervised.

5. Data subject rights

Mint Projects Ltd has processes in place to ensure that it can facilitate any request made by an individual to exercise their rights under Data Protection Law. The relevant data subject rights are listed below and fuller policies are available providing detailed guidance on how Mint Projects Ltd will comply.

All requests will be considered without undue dealt and within one month of receipt as far as possible.

Subject access: the right to request information about how personal data is being processed including whether personal data is being processed and the right to be allowed access to that data and to be provided with a copy of that data along with the right to obtain the following information:

- the purpose of the processing;
- the categories of personal data;

- the recipients to whom data has been disclosed or which will be disclosed;
- the retention period;
- the right to lodge a complaint with the ICO;
- the source of the information if not collected direct from the subject; and
- the existence of any automated decision making.

Rectification: the right to have inaccurate personal data concerning them rectified.

Erasure: the right to have data erased and to have confirmation of erasure, but only where:

- the data is no longer necessary in relation to the purpose for which it was collected; or
- where consent is withdrawn; or
- where there is no legal basis for the processing; or
- there is a legal obligation to delete data.

Restriction of processing: the right to ask for certain processing to be restricted in the following circumstances:

- if the accuracy of the personal data is being contested; or
- if our processing is unlawful but the data subject does not want it erased; or
- if the data is no longer needed for the purpose of the processing but it is required by the data subject for the establishment, exercise or defence of legal claims; or
- if the data subject has objected to the processing, pending verification of that objection.

Data portability: the right to receive a copy of personal data which has been provided by the data subject and which is processed by automated means in a format which will allow the individual to transfer the data to another data controller. This would only apply if Mint Projects Ltd was processing the data using consent or on the basis of a contract.

Object to processing: the right to object to the processing of personal data relying on the legitimate interests processing condition unless Mint Projects Ltd can demonstrate compelling legitimate grounds for the processing which override the interests of the data subject or for the establishment, exercise or defence of legal claims.

6. Special category personal data

This includes the following personal data revealing:

- Racial or ethnic origin,
- Political opinions,
- Religious or philosophical beliefs,
- Trade union membership,
- The processing of genetic data, biometric data for the purpose of uniquely identifying a natural person,
- Data concerning health,
- Data concerning a natural person's sex life or sexual orientation, or
- Data relating to criminal convictions or offences.

Mint Projects Ltd processes special category data of employees as is necessary to comply with employment and social security law but does not process special category data of customers, contractors or their staff.

7. Responsibility for the processing of personal data

Mint Projects Ltd., Board of Directors takes ultimate responsibility for data protection.

If you have any concerns or wish to exercise any of your rights under the GDPR then you can contact the Data Protection Lead by emailing info@mintp.co.uk

8. Monitoring and review

This policy was last updated on 3rd June 2019 and shall be regularly monitored and reviewed, at least every two years.

CUSTOMER PRIVACY NOTICE

Mint Projects Ltd., are data controllers and collect and process personal data relating their clients, contractors and their staff in order to supply doorsets and door components. Mint Projects Ltd is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations. Reference is also made to Mint Projects Ltd's Data Protection Policy.

Version date: 3rd June 2019

1. What information does Mint Projects Ltd collect?

Mint Projects Ltd collects and processes a range of information containing personal data about you. This includes the following:

- your name, business address and contact details, including business email address and telephone number;
- financial information (where you are purchasing goods or services from us);
- information on your browsing preferences in relation to our website through the use of cookies (please see our cookie policy for further information); and
- confirmation that you have opened or interacted with emails and other digital communications that we send to you.

Mint Projects Ltd may collect this information in a variety of ways including directly from you, when you contact us, when we engage in negotiations for provisions of goods or services by Mint Projects Ltd, when you enter personal data into any of our online forms and tools, from your employer or from marketing lists which we have purchased from marketing associations (the lists purchased by us contain only your business contact details).

We will also record telephone calls for staff training purposes.

Your personal data will be stored in hard copy in files which are stored in a locked cabinet and in Mint Projects Ltd's IT system.

2. Why does Mint Projects Ltd process your personal data?

Where you are an individual, sole trader or partner in a partnership which has contracted with Mint Projects Ltd, Mint Projects Ltd needs to process data in order to meet its obligations and exercise its rights in terms of that contract.

Where you are, or work for, one of our contractors, architects or other third party providing a service on our behalf, we will collect your personal data in order to meet our contractual obligations and exercise our rights in terms of that contract.

In other cases, Mint Projects Ltd has a legitimate interest in processing personal data which allows Mint Projects Ltd to:

- meet its obligations and exercise its rights in terms of a contract to which you are not party but where you have been involved in the negotiations, conclusion or implementation of a contract for provision of goods or services by Mint Projects Ltd; or

- provide you with a better customer service; and to send marketing and information emails where you have purchased goods or services from us and you have not opted out from receiving those messages.

There may be some occasions where we seek your consent to process personal data but in this case we will provide full details of what we are seeking consent for, so that you will be able to carefully consider whether to provide that consent.

3. Who has access to data?

Your personal data may be shared internally within Mint Projects Ltd as appropriate, including with members of the business area relevant to the goods or services which Mint Projects Ltd is to provide or the activities undertaken.

We will also share your data as required by law to administer the working relationship that we have with you.

Mint Projects Ltd also shares your data with third parties, including sub-contractors engaged by Mint Projects Ltd to provide services on behalf of Mint Projects Ltd, such as contractors and architects and third party service providers that process data on its behalf in connection with email services, cloud storage providers, banking and invoicing and IT services.

Where appropriate we will share the personal data of our sub-contractors with our clients in order to give effect to our contractual rights and obligations and to provide information about our products and to implement the contract.

Mint Projects Ltd may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

We will not sell your personal data to third parties.

4. How does Mint Projects protect data?

Mint Projects Ltd takes the security of your data seriously. Mint Projects Ltd has internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where Mint Projects Ltd engages third parties to process personal data on its behalf, we do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data. They are also not allowed to use your personal data for their own purposes.

5. How long does Mint Projects Ltd keep your data?

Mint Projects Ltd will hold your personal data for the duration of any contract with you and for a fixed period thereafter. Where you have not entered into a contract with us, we will only hold your personal data for as long as is necessary for the purposes for which it is being processed. The periods for which your data is held after the end of the contract and in all other situations are set out in Mint Projects Ltd's Data Retention Policy.

6. Your rights

As a data subject, you have a number of rights. Please refer to Mint Projects Ltd's Data Protection Policy/Data Subject Rights Policies for further details of these rights:-

- access and to obtain a copy of your data on request;
- require Mint Projects Ltd to change incorrect or incomplete data;
- require Mint Projects Ltd to delete or stop processing your data, in certain circumstances;
- object to the processing of your data where Mint Projects Ltd is relying on its legitimate interests as the legal ground for processing;

- portability; and
- right to object to automated decision making.

If you would like to exercise any of these rights, or if you have any concerns about how your personal data is being processed, please contact info@mintp.co.uk

If you believe that Mint Projects Ltd has not complied with your data protection rights, you can complain to the Information Commissioner. The Information Commissioner's Office can be contacted at the address below and at www.ico.org.uk.

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Tel: 0303 123 1113 or 01625 545 745

7. What if you do not provide personal data?

Where you have entered into a contract with Mint Projects Ltd for provision of services, failing to provide the data may mean that Mint Projects Ltd is unable to properly implement the contract and that you are unable to exercise certain contractual rights.

WEBSITE USAGE POLICY

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website <https://www.mintp.co.uk> (our site). Please read these terms of use carefully before you start to use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information About Us

<https://www.mintp.co.uk> is a site operated by Mint Projects ("We").

Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site.

When using our site, you must comply with the provisions of our Acceptable Use Policy.

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

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If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Site Content

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our Site Changes Regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

You acknowledge that you use our site on a free-of-charge basis, and as such we exclude, to the fullest extent permitted by law, all liability for any loss, injury or damage, whether direct or indirect, special or consequential, caused by our site arising in any way out of the use thereof.

Nothing within these terms of use operates so as to exclude, limit or restrict our liability for death or personal injury.

In the event that you have any right, claim or action against any other user of our site arising from that user's use of our site, you agree to pursue such right, claim or action independently of and without recourse to us, and you release us from all claims, loss, damage, expense, costs, delays and other liability, known and unknown, arising from or in any way connected with such right, claim or action.

Where you deal as a consumer, nothing in the above exclusions affects your statutory rights.

Information About You and Your Visits to Our Site

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions Concluded Through Our Site

Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our Terms and Conditions of Supply.

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Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site at any time and without notice and shall not be obliged to give a reason for doing so. If, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

Viruses, Hacking and Other Offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate 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.

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

Linking to Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of material on our site other than that set out above, please address your request to Mint Projects Limited, 4 The Office Campus, Paragon Business Park, Wakefield WF1 2UY or email info@mintp.co.uk.

Links From Our Site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and Applicable Law

The Scottish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site 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 Scots law.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Severability

If any provision of these terms of use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and that provision shall not affect the validity and enforceability of any remaining provisions.

Contacting Us

If you have any concerns about material which appears on our site, please contact Mint Projects Limited, 4 The Office Campus, Paragon Business Park, Wakefield WF1 2UY or email info@mintp.co.uk.