

## Privacy Policy

### 1. INTRODUCTION

This privacy notice provides you with details of how we collect and process your personal data through your use of our site [www.jmaleadership.com](http://www.jmaleadership.com), including any information you may provide through our site when you purchase a service or sign up to our newsletter. By providing us with your data, you warrant to us that you are over 13 years of age.

JMA Leadership Ltd are the data controller and we are responsible for your personal data (referred to as “we”, “us” or “our” in this privacy notice).

#### Contact Details

Our full details are:

Full name of legal entity: **JMA Leadership Ltd**

Email address: **info@jmaleadership.com**

Postal address: **Verna House 9 Bicester Road, Aylesbury, HP19 9AG**

Telephone number: **01604 607738**

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at [info@jmaleadership.com](mailto:info@jmaleadership.com)

### 2. WHAT DATA DO WE COLLECT ABOUT YOU

Personal data means any information capable of identifying an individual. It does not include anonymised data.

We may process certain types of personal data about you as follows:

- **Identity Data** may include your first name, maiden name, last name, username, marital status, title, date of birth and gender.
- **Contact Data** may include your billing address, delivery address, email address and telephone numbers.
- **Financial Data** may include your bank account and payment card details.
- **Transaction Data** may include details about payments between us and other details of purchases made by you.
- **Technical Data** may include your login data, internet protocol addresses, browser type and version, browser plug-in types and versions, time zone setting and location, operating system and platform and other technology on the devices you use to access this site.
- **Profile Data** may include your username and password, purchases or orders, your interests, preferences, feedback and survey responses.
- **Usage Data** may include information about how you use our website, products and services.

- **Marketing and Communications Data** may include your preferences in receiving marketing communications from us and our third parties and your communication preferences.

We may also process Aggregated Data from your personal data but this data does not reveal your identity and as such in itself is not personal data. An example of this is where we review your Usage Data to work out the percentage of website users using a specific feature of our site. If we link the Aggregated Data with your personal data so that you can be identified from it, then it is treated as personal data.

### Sensitive Data

We do not collect any Sensitive Data about you. Sensitive data refers to data that 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. We do not collect any information about criminal convictions and offences.

## 3. HOW WE COLLECT YOUR PERSONAL DATA

We collect data about you through a variety of different methods including:

- **Direct interactions:** You may provide data by filling in forms on our site (or otherwise) or by communicating with us by post, phone, email or otherwise, including when you:
  - order our services;
  - create an account on our site;
  - subscribe to our service or publications;
  - request resources or marketing be sent to you; or
  - give us feedback.
- **Automated technologies or interactions:** As you use our site, we may automatically collect Technical Data about your equipment, browsing actions and usage patterns. We collect this data by using cookies, server logs and similar technologies. We may also receive Technical Data about you if you visit other websites that use our cookies. Please see our cookie policy for further details.
- **Third parties or publicly available sources:** We may receive personal data about you from various third parties and public sources as set out below:
  - analytics providers such as Google based outside the EU;
  - advertising networks such as Facebook based outside the EU; and

## 4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when legally permitted. The most common uses of your personal data are:

- Where we need to perform the contract between us.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal ground for processing your personal data, other than in relation to sending marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by emailing us at [info@jmaleadership.com](mailto:info@jmaleadership.com).

### Purposes of processing your personal data

Set out below is a description of the ways we intend to use your personal data and the legal grounds on which we will process such data. We have also explained what our legitimate interests are where relevant.

We may process your personal data for more than one lawful ground, depending on the specific purpose for which we are using your data. Please email us at [info@jmaleadership.com](mailto:info@jmaleadership.com) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests to recover debts owed to us
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests to keep our records updated and to study how customers use our products/services
To administer and protect our	(a) Identity	(a) Necessary for our legitimate

business and our site (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(b) Contact (c) Technical	interests for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise (b) Necessary to comply with a legal obligation
To deliver relevant content and advertisements to you and measure and understand the effectiveness of our advertising	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests to define types of customers for our products and services, to keep our site updated and relevant, to develop our business and to inform our marketing strategy
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests to develop our products/services and grow our business

### Marketing communications

You will receive marketing communications from us if you have:

(i) requested information from us or purchased services from us; and

(ii) you have not opted out of receiving that marketing.

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

You can ask us or third parties to stop sending you marketing messages at any time OR by following the opt-out links on any marketing message sent to you or OR by emailing us at [info@jmaleadership.com](mailto:info@jmaleadership.com) at any time.

Where you opt out of receiving our marketing communications, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

### Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to find out more about how the processing for the new purpose is compatible with the original purpose, please email us at [info@jmaleadership.com](mailto:info@jmaleadership.com).

If we need to use your personal data for a purpose unrelated to the purpose for which we collected the data, we will notify you and we will explain the legal ground of processing. We may process your personal data without your knowledge or consent where this is required or permitted by law.

## 5. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities based in the United Kingdom and other relevant jurisdictions who require reporting of processing activities in certain circumstances.
- Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

## 6. INTERNATIONAL TRANSFERS

We share your personal data within our group of companies which involves transferring your data outside the European Economic Area (**EEA**).

Countries outside of the European Economic Area (**EEA**) do not always offer the same levels of protection to your personal data, so European law has prohibited transfers of personal data outside of the EEA unless the transfer meets certain criteria.

Many of our third parties service providers are based outside the European Economic Area (**EEA**) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we do our best to ensure a similar degree of security of data by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission; or

- Where we use certain service providers, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal data the same protection it has in Europe; or
- Where we use providers based in the United States, we may transfer data to them if they are part of the EU-US Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

Please email us at [info@jmaleadership.com](mailto:info@jmaleadership.com) if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

### 7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

### 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.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see below for further information.

In some circumstances, we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

### 9. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These include the right to:

- 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.

You can see more about these rights at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/> If you wish to exercise any of the rights set out above, please email us at [info@jmaleadership.com](mailto:info@jmaleadership.com)

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

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

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

### 10. THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

### 11. COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see **Cookie Policy**

## Cookie Policy

### INFORMATION ABOUT USE OF COOKIES

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

We only use analytical cookies which enable us to recognise and count the number of visitors and to see how visitors move around our website. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

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

- **Cookie: Google Analytics**
- Cookie Name(s): \_\_utmc
- Purpose: These session cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.
- Expiry time: 2 years.
- More Information: This cookie enables us to estimate our audience size and usage pattern. [More information](#)
  
- **Cookie: Google Analytics**
- Cookie Name(s): \_\_utmb, \_\_utma, \_\_utmz
- Purpose: These 'persistent cookies' collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.
- More Information: This cookie enables us to estimate our audience size and usage pattern. [More information](#)
  
- **Cookie: LiveChat**
- Cookie Name(s): \_\_lc.visitor\_id.XXXXXXX, autoinvite\_callback, lc\_window\_state
- Purpose: On our website to recognise a computer when a user visits the website for the purpose of providing live chat support
- More Information: provide live chat support for our visitors

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

Except for essential cookies, all cookies will expire after your session. By using our website, you consent to our use of cookies as described above.

## Website Terms & Conditions

### Welcome to our website.

This page (and the documents it refers to) tells you the terms of use on which you may use our website [www.jmaleadership.com](http://www.jmaleadership.com) (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please do not use our site.

### ABOUT US

[www.jmaleadership.com](http://www.jmaleadership.com) is a site operated by JMA Leadership Ltd (“we” or “us”). We are registered in England and Wales under company number 11282424. Our registered office address is Verna House 9 Bicester Road, Aylesbury, HP19 9AG and our email address is [info@jmaleadership.com](mailto:info@jmaleadership.com).

### OUR SITE

We allow access to our site on a temporary basis and we reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.

You must treat as confidential any user identification code, password or other security feature in relation to our site. If, in our opinion, you aren’t complying with these terms of use, we have the right to disable any such code, password or feature at any time.

You must comply with the provisions of our Acceptable Use Policy when using our site.

It is your responsibility that anyone who accesses our site through your internet connection is aware of these terms and complies with them.

### VARIATIONS

We may revise these terms of use at any time by amending this page or by provisions or notices published elsewhere on our site.

We are the owner or the licensee of all intellectual property rights in our site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent. If, in our opinion, you are in breach of these provisions, your right to use our site will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

### RELIANCE ON INFORMATION AND LINKS

The contents of our site (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

### 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.

### LINKING TO OUR SITE

You may link to our home page only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our Acceptable Use Policy and must be owned by you.

You must not link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

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.

If you wish to make any use of material on our site other than that set out above, please address your request to [info@jmaleadership.com](mailto:info@jmaleadership.com)

### UPLOADING MATERIAL TO OUR SITE

When you upload material to our site, or make contact with other users of our site, you must comply with our Acceptable Use Policy. If you upload material in breach of our Acceptable Use Policy and we suffer loss as a result, you will reimburse us for such loss.

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 it to third parties. If any third party claims that any material posted or uploaded by you to our site violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them.

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 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 any 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 failing to comply with this provision, you would commit a criminal offence and your right to use our site will cease immediately and we will report your actions to the relevant authorities.

### OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law.

### **JURISDICTION AND APPLICABLE LAW**

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

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.