

WELCOME TO THE KATE EMMERSON'S PRIVACY NOTICE

This privacy notice provides information on how Kate Emmerson Retreats Ltd collects and processes your personal data when you visit our website to sign up for a newsletter, purchase a product or service.

It is important that you read this privacy notice together with our website privacy policy which contains more detailed information about our data processing and can be accessed here.

Important information and who we are

Kate Emmerson Retreats Ltd are the controller and responsible for your personal data.

Contact details

Our full details are:	Antonia Kate Walker Emmerson
Full name of legal entity:	Kate Emmerson Retreats Ltd Reg: SC725222
Name:	Kate Emmerson - Director
Email address:	kate@kate-emmerson.com
Postal address:	11 Alva Street Edinburgh EH2 4PH
Telephone number:	073 07584340

1. The data we collect about you

We may collect, use, store and transfer different kinds of personal data about you as follows:

- Identity Data
- Contact Data
- Financial Data.
- Transaction Data
- Technical Data
- Profile Data
- Usage Data
- Marketing and Communications Data

We use different methods to collect data about you, which are explained here: When you add your information to our website or through an online form you fill in when attending a retreat

2. How we use your personal data

We will only use your personal data for the purpose for which we collected it which include the following:

- To register you as a new customer.
- To process and deliver your order.
- To manage your relationship with us.
- To enable you to participate in a prize draw, competition or complete a survey.
- To improve our website, products/services, marketing or customer relationships.
- To recommend products or services which may be of interest to you.

3. How we share your personal data

We may share your personal data within the group / with external third

We have an outsourced support team for our own business which may include Virtual Assistants, Web Designers, IT support, Sales and Marketing, Accounting and more. They have limited access to your data, where the service they provide to us means they need it. For example, if our IT support wants to check the functionality of a laptop or back up, they may need temporary access to information that may include something about you. For example, if we invoice you, our Accountant needs to process the information in the invoice. Our team use our software to access any data they need. We do not permit copying or sharing by the team and actively monitor for any potential breaches. Your information/advice is held in the strictest confidence. We restrict who can export or download data that is held to a limited number of individuals who are authorised to back up data. If you want to know who is on our team, please email and ask us.

4. International transfers

We may transfer, store and process your personal data outside the UK.

5. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data including the right to receive a copy of the personal data we hold about you and the right to make a complaint at any time to the Information Commissioner's Office, the UK regulator for data protection issues (www.ico.org.uk).

6. Further details

If you are looking for more information on how we process your personal data including on data security, data retention and lawful processing bases, please access our website privacy policy.

INFORMATION ABOUT OUR 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 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.

We use the following cookies:

- **Strictly 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.

- **Analytical/performance cookies.**

They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

- **Functionality cookies.**

These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

- **Targeting cookies.**

These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when you go offline, while Session Cookies are deleted as soon as you close your web browser. You can learn more about cookies on https://www.termsfeed.com/blog/cookies/#What_Are_Cookies? And here www.aboutcookies.org.

The table below explains the cookies we use and why.

Cookie Title/Name	Purpose	More information
Necessary / Essential Cookies	Session Cookies Administered by Us Purpose: These cookies are essential to provide you with services available through the website and to enable you to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts.	Without these cookies, the services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.
Cookies Policy / Notice Acceptance Cookies Type: Persistent Cookies.	Administered by: Us Purpose: These cookies identify if users have accepted the use of cookies on the website	
Functionality Cookies Type: Persistent Cookies	Administered by: Us Purpose: These cookies allow us to remember choices you make when you use the website, such as remembering your login details or language preference. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you use the website.	
Analytics Cookies Type: Persistent Cookies	Administered by: Us Purpose: These Cookies allow us to understand how visitors interact with the website. These cookies help provide information on metrics such as the number of visitors, bounce rate, traffic source etc.	

You 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.

THIS IS THE PRIVACY NOTICE OF KATE EMMERSON RETREATS LTD / KATE-EMMERSON.COM

We respect your privacy and are determined to protect your personal data. The purpose of this privacy notice is to inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from). We'll also tell you about your privacy rights and how data protection law protects you. This privacy notice is provided in a layered format so you can click through to the specific areas set out below.

- 1. WHO WE ARE AND IMPORTANT INFORMATION**
- 2. THE PERSONAL DATA WE COLLECT ABOUT YOU**
- 3. HOW WE COLLECT YOUR PERSONAL DATA**
- 4. HOW WE USE YOUR PERSONAL DATA**
- 5. WHO WE SHARE YOUR PERSONAL DATA WITH**
- 6. INTERNATIONAL TRANSFERS**
- 7. DATA SECURITY**
- 8. DATA RETENTION**
- 9. YOUR LEGAL RIGHTS**
- 10. Changes to this notice and your duty to inform us of changes**
- 11. QUERIES, REQUESTS OR CONCERNS**

1. WHO WE ARE AND IMPORTANT INFORMATION

What is the purpose of this privacy notice?

This privacy notice aims to give you information on how we collect and process your personal data through your use of this website, including any data you may provide through this website when you sign up to our newsletter/purchase a product or service/take part in a competition.

This website is not intended for children and we do not knowingly collect data relating to children.

You must read this privacy notice together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

Data controller(s)

Kate Emmerson Retreats Ltd is the controller and responsible for your personal data (collectively referred to as Kate Emmerson Retreats Ltd, we", "us" or "our" in this privacy notice). Our contact details are

11 Alva Street

Edinburgh

EH2 4PH

kate@kate-emmerson.com

07307584340

For all data matters contact kate@kate-emmerson.com

Third-party links outside of our control

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.

2. THE PERSONAL DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. You can find out more about personal data from the [Information Commissioners Office](#).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows

- **Identity Data** includes first name/last name/ username/marital status/ title/date of birth/gender
- **Contact Data** includes billing address/delivery address/email address/ telephone numbers

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.

If you fail to provide personal data

Where we need to collect your 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.

3. HOW WE COLLECT YOUR PERSONAL DATA

- **Directly.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you
 - Apply for our products or services
 - Subscribe to our service or publications
 - Request marketing to be sent to you e.g. Newsletter / marketing

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances

- **Performance of Contract** this means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- **Legitimate Interest** this means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).
- **Comply with a legal or regulatory obligation** this means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, with the legal bases we rely on to do so.

Note that 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 contact kate@kate-emmerson.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 including basis of legitimate interest
To register you as a new customer / ongoing work together	(a) Identity (b) Contact	Performance of a contract or service with you to the best of our ability

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you.

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us, in each case, you have not opted out of receiving that marketing.

Opting out

You can ask us or Keap.com our email provider to stop sending you marketing messages at any time by adjusting your marketing preferences **or** by following the opt-out links on any marketing message sent to you **or** by mailing kate@kate-emmerson.com at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase

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 separate cookie policy

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 get an explanation as to how the processing for the new purpose is compatible with the original purpose, please mail kate@kate-emmerson.com

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. WHO WE SHARE YOUR PERSONAL DATA WITH

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.

- Internal Third Parties
- External Third Parties Service
 - Providers - Zoom, Dropbox, Keap, Va services and Professional advisers e.g. accountant acting as processors **or** joint controllers] including lawyers, bankers, auditors and insurers based in the uk who provide consultancy, banking, legal, insurance and accounting services
 - HM revenue & customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

Some of our external third parties are based outside the Uk so their processing of your personal data will involve a transfer of data outside the Uk e.g. keap.com

Whenever we transfer your personal data out of the Uk, we ensure a similar degree of protection is afforded to it

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. 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 **your legal rights** 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

Unless subject to an exemption under the data protection laws, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to withdraw your consent to the processing at any time, where consent was the lawful basis for processing your data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), where applicable 9i.e. where our processing is based on consent or is necessary for the performance of our contract with you or where we process your data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to our processing of personal data, where applicable i.e. where processing is based on our legitimate interests (or in performance of a task in the public interest/exercise of official authority); direct marketing or processing for the purposes of scientific/historical research and statistics).

If you wish to exercise any of the rights set out above, please contact kate@kate-emmerson.com

No fee required – with some exceptions

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 admin fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

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.

Time limit to respond

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. Changes to this notice and your duty to inform us of changes

This version was last updated on 22 Jan 2025

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

11. Queries, requests or concerns

To exercise all relevant rights, queries or complaints in relation to this policy or any other data protection matter between you and us, please in the first instance contact kate@kate-emmerson.com

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the [Information Commissioners Office](https://ico.org.uk/global/contact-us/email/) on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England, UK.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website kate-emmerson.com, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookie Policy sets out information about the cookies on our site.

INFORMATION ABOUT US

Kate-emmerson.com is a site operated by CandiColour. We are registered in Scotland under company number C725222 and have our registered office at 11 Alva Street, Edinburgh, EH2 4PH

We are a limited company

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available free of charge.

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

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at kate@kate-emmerson.com

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it.

Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- If you are a business user, please note that in particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

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.

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 to our site in 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 in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy

THIRD PARTY LINKS AND RESOURCES IN 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.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

To contact us, please email kate@kate-emmerson.com

Thank you for visiting our site.