WIDERARC LTD PRIVACY POLICY

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PART 1 – INTRODUCTION AND GENERAL PROVISIONS

1. Introduction

1.1 This Privacy Policy sets out how WiderArc Ltd ("WiderArc", "we", "our" or "us") collects, processes, stores, protects and shares personal information obtained from individuals who interact with our organisation.

1.2 WiderArc is committed to protecting the privacy, security and confidentiality of Personal Data and to ensuring that Personal Data is Processed lawfully, fairly and transparently in accordance with Data Protection Legislation.

1.3 This Privacy Policy applies to personal information relating to:

- clients and prospective clients;
- client representatives and employees;
- training and workshop participants;
- survey, interview and focus-group participants;
- speakers and facilitators;
- associate consultants;
- referees for associate consultants;
- complainants and people making data-rights requests;
- suppliers and adviser contacts;
- website users;
- individuals who contact WiderArc; and
- any other individuals whose personal information WiderArc processes.

1.4 This Privacy Policy should be read alongside WiderArc’s Terms and Conditions and, where applicable, WiderArc’s Data Processing Agreement and any project-specific privacy information provided in connection with Services.

This Privacy Policy explains how WiderArc Processes Personal Data where WiderArc determines the purposes and essential means of the Processing and acts as Controller. It

does not amend, replace or override the contractual obligations agreed between WiderArc and a Client.

Where WiderArc Processes Client Personal Data on behalf of a Client as Processor, that Processing shall instead be governed by:

- clause 12 of WiderArc's Terms and Conditions;
- the applicable Data Processing Agreement;
- the relevant Statement of Work and completed Data Processing Schedule; and
- the Client's lawful documented instructions.

The Parties' respective roles shall be determined by the actual circumstances of each Processing activity and not solely by the terminology used in a contract or other document.

2. About WiderArc

2.1 WiderArc Ltd is a professional consultancy organisation providing advisory, consultancy, training and organisational development services.

2.2 Our services include, but are not limited to:

- strategy and organisational performance consultancy;
- student success, access and widening participation consultancy;
- equality, diversity and inclusion consultancy and training;
- charter application, accreditation and action-planning support;
- governance, assurance, project evaluation and service review;
- leadership, organisational development, culture and workforce development;
- professional training, facilitation and related development services; and
- specialist consultancy services delivered through our network of Associate Consultants.

2.3 WiderArc acts as Controller where it determines the purposes and essential means of Processing Personal Data for its own business activities. This may include Processing for:

- managing enquiries and prospective Client relationships;
- administering contracts and Client relationships;
- selecting and managing Associate Consultants;
- invoicing, accounting and financial administration;
- legal, regulatory and insurance purposes;
- information security and fraud prevention;
- business administration and service improvement;
- lawful marketing and business development; and
- establishing, exercising or defending legal claims.

Where WiderArc Processes Client Personal Data solely on behalf of a Client in connection with a particular assignment, the Client acts as Controller and WiderArc acts as Processor. Processor Processing is governed by clause 12 of WiderArc's Terms and Conditions, the

applicable Data Processing Agreement, the relevant Statement of Work or Data Processing Schedule and the Client’s lawful documented instructions.

The same engagement may involve separate Processing activities in which WiderArc acts in different roles. Each Processing activity will be assessed according to its actual circumstances.

2.4 WiderArc's designated privacy contact for data protection matters is set out at clause 19 below.

3. Definitions

"Personal Data" means any information relating to an identified or identifiable individual.

"Processing" means any activity carried out involving personal data, including collection, storage, use, disclosure or deletion.

"Data Subject" means an individual whose personal data is processed by WiderArc.

"Client" means the organisation, authority, institution or individual purchasing services from WiderArc, as defined in WiderArc's Terms and Conditions.

"Associate Consultant" means an independent professional engaged by WiderArc to provide specialist consultancy services.

"Data Controller" and "Data Processor" have the meanings given to them in the UK GDPR.

“Data Protection Legislation” means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 where applicable, those laws as amended including by the Data (Use and Access) Act 2025, and any legislation replacing, supplementing or modifying them from time to time.

PART 2 – INFORMATION WE COLLECT AND HOW WE USE IT

4. Personal Information We Collect

4.1 WiderArc may collect and process the following categories of personal information.

4.2 Client and business contact information, which may include:

- full name;
- job title;
- organisation details;
- business email address;
- telephone number;
- correspondence records; and
- information relating to consultancy requirements.

4.3 Project and service delivery information, which may include:

- project requirements;
- organisational information;
- workforce information;
- consultation records;
- training attendance and participation records;
- feedback and evaluation responses;
- dietary, disability and accessibility requirements;
- recordings, photographs or online meeting information;
- invoice transaction and bank details;
- reports and deliverables; and
- information required to provide consultancy services.

4.4 Where individuals apply to work with WiderArc as associate consultants, we may collect:

- full name;
- professional biography, CV or professional profile;
- photograph;
- rates, company, trading or invoicing information;
- references, safeguarding or DBS information where relevant; and
- payment information following engagement.

4.5 When individuals access widerarc.co.uk, we may collect:

- IP address;
- browser information;
- device information;
- website usage information;
- cookies and other storage and access technologies, including browser local storage; and
- information submitted through website forms.

4.6 Where WiderArc reasonably requires Personal Data in order to enter into or perform a contract, administer an engagement or comply with a legal obligation, WiderArc will identify that requirement where appropriate. If required information is not provided, WiderArc may be unable to enter into the relevant agreement, provide some or all of the Services, process a payment or otherwise carry out the relevant activity.

5. Special Category Personal Data

5.1 Due to the nature of WiderArc's consultancy services, particularly within equality, diversity and inclusion, healthcare, education and workforce transformation projects, we may process special category personal data.

5.2 Special category data may include information relating to:

- racial or ethnic origin;
- data concerning health;
- trade union membership;
- political opinions;
- religious or philosophical beliefs;
- sexual orientation;

- Data concerning a person's sex life; or
- genetic data or biometric data used for the purpose of uniquely identifying an individual.

WiderArc may also process information relating to other protected characteristics, such as age, sex, marriage or civil partnership, and pregnancy or maternity. Although this information is not necessarily Special Category Personal Data, WiderArc will handle it appropriately and securely.

5.3 Where WiderArc Processes Special Category Personal Data as Controller, it will do so only where it has identified and documented:

- an appropriate lawful basis under Article 6 UK GDPR;
- an applicable condition under Article 9 UK GDPR;
- any relevant condition under Schedule 1 to the Data Protection Act 2018;
- whether an Appropriate Policy Document is required and, where required, has ensured that an appropriate and current document is in place;
- why the Processing is necessary and proportionate for the stated purpose;
- appropriate access, security, retention and other safeguards; and
- whether a Data Protection Impact Assessment is required.

An Article 9 condition does not replace the requirement to identify an Article 6 lawful basis.

WiderArc will not assume that explicit consent is always the appropriate Article 9 condition. The relevant lawful basis, Article 9 condition and any Data Protection Act 2018 requirements will be assessed separately for each Processing activity.

5.4 Where WiderArc Processes Special Category Personal Data on behalf of a Client as Processor, including equality-monitoring information, health or disability information, workforce demographic information or information concerning experiences of discrimination, the Client, as Controller, shall remain responsible for:

- identifying and documenting an appropriate Article 6 lawful basis;
- identifying an applicable Article 9 condition;
- identifying any relevant condition under Schedule 1 to the Data Protection Act 2018;
- maintaining an Appropriate Policy Document where required;
- providing the privacy information required by Data Protection Legislation;
- determining whether a Data Protection Impact Assessment or prior consultation with the ICO is required; and
- ensuring that its instructions and the Client Personal Data supplied to WiderArc are lawful, fair and transparent.

WiderArc shall Process such Client Personal Data only in accordance with the Client's lawful documented instructions, clause 12.5 of WiderArc's Terms and Conditions and clauses 4.2 and 4.3 of the applicable Data Processing Agreement. WiderArc shall not determine the Client's lawful basis, Article 9 condition or statutory conditions on the Client's behalf.

5.5 Where WiderArc acts as Controller, WiderArc will determine whether proposed Processing is likely to result in a high risk to individuals' rights and freedoms and, where

required, will complete a Data Protection Impact Assessment before the relevant Processing begins.

Where WiderArc acts as Processor on behalf of a Client:

- the Client, as Controller, remains responsible for determining whether a Data Protection Impact Assessment or prior consultation with the Information Commissioner's Office is required;
- the Client remains responsible for carrying out, approving and maintaining the Data Protection Impact Assessment; and
- WiderArc will provide reasonable assistance, taking account of the nature of the Processing and the information available to WiderArc, in accordance with clause 9 of the applicable Data Processing Agreement and the Client's lawful documented instructions.

Processing for which a Data Protection Impact Assessment is required shall not begin until the assessment has been completed and any necessary risk-reduction measures, approvals or prior consultation requirements have been appropriately addressed.

6. How We Collect Personal Information and Other Data

6.1 WiderArc may collect Personal Data directly from individuals through website enquiries and forms, email or telephone communications, consultancy proposals and contracts, meetings, workshops, surveys, Associate Consultant applications and other interactions with WiderArc.
WiderArc may also obtain Personal Data from Clients, Associate Consultants, professional contacts, referrals, professional networking platforms, publicly available professional profiles and other lawful public or third-party sources. Where Personal Data is obtained from a source other than the individual, WiderArc will provide the privacy information required by Data Protection Legislation within the applicable timeframe unless a lawful exception applies.
6.2 WiderArc may process Criminal Offence Data where relevant to:

- DBS or safeguarding information;
- associate due diligence;
- complaints or investigations;
- client workforce projects.

This information will only be processed where authorised by law and, where required, under a relevant Schedule 1 condition and Appropriate Policy Document.

6.3 WiderArc's services are primarily provided to organisations and adult professionals. WiderArc does not normally seek to collect Personal Data directly from children. Where a specific assignment involves children or young people, WiderArc will establish appropriate roles, privacy information, safeguarding arrangements and data-protection safeguards with the relevant Client before the Processing begins.

7. Purposes of Processing

7.1 WiderArc processes personal information for the following purposes:

- delivering consultancy services;
- managing client relationships;
- preparing proposals and agreements;
- communicating with clients and stakeholders;
- selecting and managing associate consultants;
- administering payments;
- maintaining business records;
- improving our services;
- marketing and business development where lawful;
- complying with legal obligations; and
- protecting our legitimate business interests.

7.2 WiderArc does not carry out any processing that involves solely automated decision-making, including profiling, which produces legal or similarly significant effects on individuals.

8. Lawful Basis for Processing

8.1 WiderArc relies upon the following lawful bases:

Contractual Necessity

Processing necessary to provide contracted consultancy services.

Legitimate Interests

Including:

- managing client relationships;
- business administration;
- maintaining professional networks;
- improving services; and
- protecting WiderArc's legal rights.

Legal Obligations

Where processing is required by law.

Consent

Where consent is the appropriate lawful basis, WiderArc will ensure that the consent is freely given, specific, informed and unambiguous and is capable of being withdrawn.

For electronic direct marketing, WiderArc will obtain valid consent where required by the Privacy and Electronic Communications Regulations 2003, unless an applicable statutory exception, including the soft opt-in, applies.

WiderArc will rely upon explicit consent only where the law requires or expressly recognises an explicit standard, including where WiderArc relies upon Article 9(2)(a) UK GDPR for the Processing of Special Category Personal Data.

The withdrawal of consent will not affect the lawfulness of Processing carried out before consent was withdrawn.

8.2 Examples of Lawful Bases in Practice

Lawful basis	Examples of WiderArc Processing	Why this basis may apply
Contractual Necessity – Article 6(1)(b) UK GDPR	Processing contact, service and payment information needed to enter into or perform a contract with an individual; administering consultancy services where the individual is personally a party to the contract; and managing an Associate Consultant engagement where the relevant Processing is necessary to perform that individual's contract.	The Processing is necessary to take steps at the individual's request before entering into a contract, or to perform a contract with that individual. WiderArc will not rely on this basis merely because an individual is a contact person for an organisational Client.
Legitimate Interests – Article 6(1)(f) UK GDPR	Managing Client and prospective Client relationships; communicating with Client representatives and professional contacts; responding to business enquiries; preparing and following up consultancy proposals; maintaining professional networks; business administration; improving services; protecting information and systems; and establishing, exercising or defending legal claims.	WiderArc has a legitimate business or professional interest in carrying out the Processing. Where this basis is relied upon, WiderArc will consider whether the Processing is necessary and whether the individual's interests, rights or freedoms override that interest.
Legal Obligations – Article 6(1)(c) UK GDPR	Maintaining records required for taxation, accounting or company-law purposes; complying with applicable statutory reporting duties; responding to binding court orders or lawful requirements from regulators or public authorities; and meeting other legal obligations that apply to WiderArc.	The Processing is necessary for WiderArc to comply with a legal obligation imposed by UK law. A contractual obligation by itself is not treated as a legal obligation for the purposes of Article 6(1)(c).
Consent – Article 6(1)(a) UK GDPR	Sending electronic direct marketing where consent is required; using optional photographs, testimonials or	The individual has freely given a specific, informed and unambiguous indication of their wishes and can withdraw

	publicity material where consent is the appropriate basis; and other genuinely optional Processing activities where an individual is offered a real choice. Where appropriate, WiderArc may also rely on explicit consent under Article 9(2)(a) UK GDPR for Special Category Personal Data.	consent at any time. WiderArc will not rely on consent where an individual does not have a genuine choice or where another lawful basis is more appropriate.

These examples are illustrative only. WiderArc will identify the appropriate lawful basis by reference to the specific purpose and circumstances of each Processing activity and will not assume that the same lawful basis applies to all Processing involving a particular individual or category of Personal Data.

8A. Direct Marketing

8A.1 General compliance

Where WiderArc carries out direct marketing, it will comply with the requirements of Data Protection Legislation, including UK GDPR and PECR where applicable.

The rules that apply will depend upon:

- the method of communication;
- whether Personal Data is used;
- whether the recipient is an individual subscriber or a corporate subscriber;
- how the recipient's details were obtained; and
- whether consent or a statutory exception is being relied upon.

8A.2 Corporate subscribers

PECR does not generally require prior consent for WiderArc to send electronic marketing to a corporate subscriber, such as a limited company, limited liability partnership, public authority or another body with separate legal personality.

Where WiderArc sends electronic marketing to a corporate subscriber, WiderArc will:

- clearly identify itself as the sender;
- not conceal or disguise the identity of the sender;

- provide a valid address or other straightforward method by which the recipient may object or unsubscribe; and
- comply with UK GDPR where the contact details identify an individual, such as a named employee or representative.

Where Personal Data is used for corporate marketing, WiderArc will identify and document an appropriate lawful basis. The fact that PECR consent is not required does not remove WiderArc's obligations under UK GDPR.

8A.3 Individual subscribers

For the purposes of electronic marketing, individual subscribers generally include individuals acting in a personal capacity, sole traders and certain partnerships.

WiderArc will not send unsolicited electronic marketing to an individual subscriber unless:

- the individual has given valid consent; or
- all requirements of the applicable statutory soft opt-in have been satisfied.

8A.4 Products and services soft opt-in

Where WiderArc relies on the products and services soft opt-in, WiderArc will ensure that:

- the recipient's contact details were obtained during a sale or genuine negotiation for a sale of a product or service;
- the marketing concerns WiderArc's own similar products or services;
- the recipient was given a clear and simple opportunity to refuse or opt out when the contact details were initially collected; and
- the recipient is given a clear and simple opportunity to opt out in every subsequent marketing communication.

The soft opt-in is not a general exemption for business-to-business marketing and will not be relied upon merely because a recipient is contacted in a professional or business capacity.

8A.5 Transparency and marketing lists

Where WiderArc obtains contact details from a third party or a publicly available source, it will assess:

- whether the information was collected and disclosed lawfully;
- whether the proposed use is within the individual's reasonable expectations;
- the applicable UK GDPR lawful basis;
- whether PECR consent is required;
- what privacy information must be provided; and
- whether the person has previously objected to the marketing.

WiderArc will not use a purchased or third-party marketing list without conducting reasonable due diligence concerning its source, permissions and proposed use.

8A.6 Objections and suppression records

Individuals and business contacts may object to direct marketing at any time by:

- using the unsubscribe method included in a communication; or
- contacting WiderArc using the details in clause 19.

WiderArc will action direct-marketing objections and unsubscribe requests promptly. WiderArc may retain a minimal suppression record containing sufficient information to ensure that the person is not contacted again for the marketing to which they have objected.

PART 3 – INFORMATION SHARING, SECURITY AND RETENTION

9. Sharing Personal Information

9.1 WiderArc may share personal information with trusted third parties including:

- associate consultants;
- professional advisers;
- accountants;
- insurers;
- legal advisers;
- website hosting, IT and technical support providers;
- cloud storage and business-system providers;
- website form-processing and transactional communications providers; and
- regulatory authorities where legally required.

9.2 WiderArc does not sell, rent or commercially trade personal information.

9.3 Where a third-party processes personal information on WiderArc's behalf, WiderArc will put in place a written contract that meets the requirements of Article 28 UK GDPR, including obligations of confidentiality and appropriate security measures.

10. Associate Consultants

10.1 WiderArc operates an associate consultant model whereby specialist professionals may support delivery of consultancy assignments.

10.2 Where an associate consultant is considered suitable for client work, relevant professional information may be shared with clients, including:

- biography;
- expertise;
- qualifications;
- experience; and

- professional profile information.

10.3 Only information necessary for assessing suitability and delivering services will be shared.

10.4 Where an Associate Consultant requires access to Client Personal Data on WiderArc's behalf, WiderArc will determine whether that Associate Consultant is acting as a Sub-processor.

Where the Associate Consultant is a Sub-processor, the Associate Consultant will not be permitted to Process Client Personal Data unless:

- the appointment has been authorised in accordance with the applicable Data Processing Agreement;
- the Associate Consultant is subject to appropriate confidentiality obligations;
- a binding written agreement imposes data protection obligations which provide an equivalent level of protection to the relevant Article 28 obligations imposed upon WiderArc;
- access is limited to the Client Personal Data reasonably required for the authorised Services;
- appropriate security and information-handling requirements are in place; and
- any relevant International Transfer has been properly authorised and protected.

The appointment and use of an Associate Consultant as a Sub-processor shall be governed by clause 12 of WiderArc's Terms and Conditions and clause 10 of the applicable Data Processing Agreement.

An Associate Consultant is not a Sub-processor merely because they assist WiderArc with an assignment where they do not Process Client Personal Data on WiderArc's behalf.

11. Data Security

11.1 WiderArc implements appropriate technical and organisational measures to protect personal information.

11.2 Security measures may include:

- password protection;
- access controls;
- secure cloud systems;
- encrypted storage;
- restricted access permissions; and
- secure document management processes.

11.3 While WiderArc takes reasonable precautions, no electronic transmission or storage system can be guaranteed to be completely secure.

12. Data Retention

12.1 WiderArc retains personal information only for as long as necessary.

12.2 Retention periods may include:

- client records – up to six years following the end of the relevant contract, in line with the limitation periods under the Limitation Act 1980;
- financial records – six years, in accordance with statutory bookkeeping requirements;
- consultancy documentation – up to six years;
- associate consultant records – up to six years following last engagement or 6 months following unsuccessful applications;
- unsuccessful proposals and enquiries that do not proceed to a contract – up to two years; and
- marketing and suppression information – until consent is withdrawn, an objection is received, the information is no longer required, or a minimal suppression record is retained as necessary to respect a marketing opt-out.

12.3 The retention periods set out in this clause apply to Personal Data for which WiderArc acts as Controller.

Where WiderArc Processes Client Personal Data on behalf of a Client as Processor, that Client Personal Data shall instead be returned, securely deleted or retained in accordance with:

- the Client's lawful documented instructions;
- clause 12.8 of WiderArc's Terms and Conditions;
- clause 13 of the applicable Data Processing Agreement;
- the completed Data Processing Schedule; and
- any Domestic Law requiring continued retention.

Where the Client instructs WiderArc to return Client Personal Data, WiderArc may securely delete its remaining copies following successful return, subject to the applicable Data Processing Agreement.

Immediate deletion from protected backups may not always be technically practicable. Where Client Personal Data remains temporarily in a protected backup following a return or deletion instruction, WiderArc will:

- place the information beyond ordinary operational use where reasonably practicable;
- continue to protect it in accordance with the applicable Data Processing Agreement;
- not restore or otherwise use it except where reasonably necessary for disaster recovery, security or legal compliance;
- reapply the deletion requirement if a backup is restored; and
- allow the information to be overwritten or securely deleted within the applicable backup cycle.

This clause does not require WiderArc to delete Personal Data which it lawfully Processes separately as Controller for accounting, contractual evidence, insurance, legal or regulatory compliance or the establishment, exercise or defence of legal claims.

13. International Transfers

13.1 WiderArc primarily stores personal information within the United Kingdom.

13.2 Where personal information is transferred outside the United Kingdom, including to suppliers or cloud service providers that store or process data internationally, WiderArc will ensure that an appropriate transfer mechanism is in place, such as a UK Government-approved adequacy decision, the UK International Data Transfer Agreement (IDTA), or the UK Addendum to the EU Standard Contractual Clauses, together with any additional safeguards required under UK GDPR.

13.3 Where WiderArc Processes Client Personal Data on behalf of a Client as Processor, WiderArc shall not knowingly make or permit a Restricted Transfer of that Client Personal Data except:

- on the Client's documented instructions or under the Client's prior specific or general written authorisation;
- where the relevant recipient, country, territory or transfer arrangement has been identified in the applicable Data Processing Schedule, Sub-processor record or another written record forming part of the Agreement;
- where an applicable UK adequacy regulation, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses or another lawful transfer mechanism is in place; and
- where any Data Protection Test, transfer risk assessment or additional safeguard required by Data Protection Legislation has been completed.

Processor International Transfers shall be governed by clause 12.4 of WiderArc's Terms and Conditions and clauses 10 and 11 of the applicable Data Processing Agreement.

Where a transfer mechanism ceases to provide a lawful basis for a Restricted Transfer, WiderArc will, where reasonably practicable:

- implement an alternative lawful mechanism;
- apply appropriate additional safeguards;
- modify the affected Processing; or
- suspend the affected transfer until a lawful solution is available.

PART 4 – INDIVIDUAL RIGHTS AND GOVERNANCE

14. Your Rights

14.1 Subject to certain conditions and exemptions set out in law, individuals may have the right to:

- access their personal information;
- correct inaccurate information;
- request deletion of personal information;
- restrict processing;
- object to processing;
- request data portability; and
- withdraw consent, where processing is based on consent, without affecting the lawfulness of processing before withdrawal.

Right to object. Where WiderArc relies on Legitimate Interests, individuals may object to Processing on grounds relating to their particular situation. WiderArc will stop the relevant Processing unless it can demonstrate compelling legitimate grounds that override the individual's interests, rights and freedoms, or the Processing is required for the establishment, exercise or defence of legal claims. Individuals have an absolute right to object at any time to Processing for direct-marketing purposes. WiderArc will stop such Processing following an objection, subject to retaining a minimal suppression record where necessary to ensure that the objection continues to be respected.

Where a request relates to Personal Data WiderArc Processes as Data Processor on behalf of a Client, WiderArc will notify the relevant Client without undue delay and will not respond substantively to the request except on the Client's instructions, in accordance with the applicable Data Processing Agreement. The rights described in this clause 14 apply to Personal Data for which WiderArc acts as Data Controller.

14.2 Requests should be submitted using the contact details below.

14.3 WiderArc will respond to requests without undue delay and within the applicable statutory timeframe. Where a request is subject to the one-month period under UK GDPR, that period may be extended by up to a further two months where permitted by law, including where the request is complex or WiderArc has received a number of requests from the same individual. WiderArc will inform the individual of any extension and the reasons for it within the initial one-month period where required. Where WiderArc reasonably requires information to confirm the requester's identity, the applicable response period will begin once the reasonably requested information is received. Where clarification of a Subject Access Request is reasonably required in order to identify the Personal Data or Processing to which the request relates, WiderArc may pause the applicable response period in accordance with Data Protection Legislation until the clarification is received.

14.4 WiderArc may need to verify the identity of the individual making a request before responding, in order to protect personal information from unauthorised disclosure.

15. Cookies

15.1 WiderArc's website uses and may use cookies and other storage and access technologies, including browser local storage. The technologies actually in use from time to time, together with their purposes, providers and durations, are described in WiderArc's separate Cookie Notice. These technologies may fall into the following categories:

- **Strictly necessary or essential technologies —** used where storage or access is necessary to transmit a communication or provide a service requested by the visitor, or otherwise falls within an applicable PECR exception. This may include technologies used for website security, form functionality and remembering a visitor's cookie preference. Prior consent is not required where the relevant exception applies.
- **Analytics (statistical) technologies —** WiderArc does not currently use optional website analytics. If statistical technologies are introduced and are used solely for a qualifying statistical purpose in accordance with PECR, WiderArc may rely on the applicable statutory exception and will provide clear information and a simple, free means of objecting. Where the exception does not apply, WiderArc will obtain prior consent.
- **Appearance and functionality technologies —** these may be used to remember or apply a visitor's preferences or otherwise adapt website functionality. Where WiderArc relies on the applicable PECR appearance exception, it will provide clear information and a simple, free means of objecting. Where the exception does not apply, prior consent will be obtained.
- **Other non-essential technologies —** including technologies used for marketing, advertising, profiling or third-party tracking. WiderArc will obtain valid prior consent before using these where required by PECR.

15.2 Where WiderArc relies on the statistical-purposes or appearance exceptions under PECR, it will clearly explain the relevant purpose and provide a simple, free means for visitors to object through "Cookie settings" in the footer of widerarc.co.uk. Where a visitor objects, WiderArc will stop the relevant storage or access for that purpose. Where consent is required for a technology, that technology will not be enabled until the visitor has given the required consent, and the visitor may withdraw that consent through Cookie settings.

15.3 Further information about the specific cookies and storage and access technologies used by the website, including their purpose, category, provider and duration, is set out in WiderArc's separate Cookie Notice published on widerarc.co.uk.

16. Data Protection Complaints

16.1 This clause applies to complaints concerning WiderArc's collection, use, disclosure, retention, security or other Processing of Personal Data.

Complaints about the general delivery, quality or commercial administration of the Services which do not concern the Processing of Personal Data should instead be raised under the Complaints Procedure in WiderArc's Terms and Conditions.

16.2 A data protection complaint may be submitted to:

Email: enquiries@widerarc.co.uk

Telephone: 07930952135

Post: WiderArc Ltd, 12 Druid Park Road, WV12 5EH.

WiderArc will take reasonable steps to facilitate the making of complaints. Where reasonably required, WiderArc will provide assistance to an individual who has difficulty submitting a complaint because of disability, accessibility requirements or another relevant circumstance.

16.3 To help WiderArc investigate a complaint, the complainant should, where reasonably possible, provide:

- their name and preferred contact details;
- a description of the Processing or incident complained about;
- relevant dates or approximate dates;
- copies of relevant correspondence or other supporting information; and
- the action or outcome they would like WiderArc to consider.

A failure to provide all of this information will not prevent WiderArc from acknowledging the complaint. WiderArc may request additional information where it is reasonably necessary to understand or investigate the matter.

16.4 Where a complaint relates wholly or mainly to Client Personal Data which WiderArc Processes on behalf of a Client as Processor, WiderArc may:

- refer the complaint or relevant details to the Client, where lawful and appropriate;
- inform the complainant that the Client is the relevant Controller;
- assist the Client in accordance with the applicable Data Processing Agreement; and
- separately investigate any aspect of the complaint which concerns WiderArc's own compliance as Processor or Controller.

16.5 WiderArc will acknowledge receipt promptly and in any event within 30 days beginning on the date the complaint is received.

The acknowledgement will normally:

- confirm that the complaint has been received;
- identify any further information reasonably required;
- explain the next steps; and
- provide contact details for enquiries about the complaint.

16.6 Without undue delay, WiderArc will take appropriate steps to respond to the complaint. Depending upon the nature and complexity of the matter, this may include:

- reviewing relevant records, systems and correspondence;
- speaking to relevant personnel, Associate Consultants, suppliers or Clients;
- examining applicable lawful bases, privacy information, instructions, security controls, retention arrangements or other compliance records;
- taking reasonable steps to preserve relevant evidence;
- identifying whether remedial or protective action is required; and
- considering whether the matter also constitutes a Personal Data Breach or Data Subject Request.

WiderArc will keep the complainant informed of the progress of the complaint where the investigation cannot be completed promptly. Progress information may include an

explanation of the work undertaken, any material cause of delay and the anticipated next steps.

16.7 WiderArc will communicate the outcome of the complaint without undue delay after completing its investigation.

The outcome communication will, where appropriate:

- summarise the complaint and the enquiries made;
- explain WiderArc's findings;
- state whether the complaint has been upheld, partially upheld or not upheld;
- identify any corrective, remedial or preventative action WiderArc has taken or proposes to take;
- explain any action the complainant may need to take; and
- inform the complainant of their right to complain to the ICO.

WiderArc may withhold or limit information where disclosure would reveal another person's Personal Data, breach confidentiality, compromise security, disclose legally privileged information or otherwise be prohibited by law.

16.8 WiderArc will maintain appropriate records of data protection complaints, including:

- the date received;
- the nature of the complaint;
- the acknowledgement;
- relevant enquiries and evidence;
- progress communications;
- the outcome;
- any remedial action; and
- the date the complaint was closed.

Complaint records will be retained only for as long as reasonably necessary for accountability, legal, regulatory, insurance and dispute-resolution purposes, in accordance with WiderArc's retention arrangements.

16.9 Individuals have the right to complain to the Information Commissioner's Office.

The ICO can be contacted using the details published on its official website, including:

Website: ico.org.uk

Telephone: 0303 123 1113

Post: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

WiderArc encourages individuals to raise concerns directly with WiderArc first so that WiderArc has an opportunity to investigate and respond, but this does not remove or restrict the individual's right to contact the ICO.

17. Data Breaches

17.1 Where a personal data breach occurs, WiderArc will:

- investigate the incident;
- take reasonable steps to mitigate harm;
- notify affected individuals without undue delay where the breach is likely to result in a high risk to their rights and freedoms; and
- notify the ICO within 72 hours of becoming aware of the breach, where legally required.

17.2 Where a Personal Data Breach affects Client Personal Data Processed by WiderArc on behalf of a Client as Processor, WiderArc will notify the affected Client without undue delay and in any event within 24 hours of becoming aware of the Personal Data Breach.

The notification and WiderArc's subsequent cooperation shall be governed by:

- clause 12.7 of WiderArc's Terms and Conditions;
- clause 7 of the applicable Data Processing Agreement; and
- any project-specific breach-notification requirements recorded in the relevant Data Processing Schedule.

WiderArc will provide information reasonably available to it concerning the nature of the Personal Data Breach, the affected data and Data Subjects, likely consequences and measures taken or proposed. Information may be supplied in phases where all details are not available at the time of the initial notification.

The Client remains responsible for determining whether it is required to notify the ICO, affected Data Subjects or any other person in its capacity as Controller. WiderArc will not notify the ICO or affected Data Subjects on the Client's behalf unless instructed to do so by the Client or required by Applicable Law.

18. Changes to This Privacy Policy

18.1 WiderArc may update this Privacy Policy periodically to reflect:

- changes in legislation;
- regulatory guidance;
- business practices; or
- service developments.

18.2 The latest version, together with its effective date, will be published on widerarc.co.uk. Material changes will be brought to the attention of active clients where appropriate.

18.3 The Effective Date shown at the beginning of this Privacy Policy is the date on which the relevant version is approved and takes effect. The Last Updated date is the date on which the content was most recently substantively revised.

The Privacy Policy, Terms and Conditions, Data Processing Agreement and GDPR and Data Protection Policy may have different Effective Dates or Last Updated dates where they were approved or revised on different dates.

19. Contact Details

For any questions regarding this Privacy Policy or WiderArc's handling of personal information, please contact:

WiderArc Ltd

Company Registration Number: 17368733

Website: widerarc.co.uk

Email: enquiries@widerarc.co.uk

Telephone: 07930952135

Address: WiderArc Ltd, 12 Druid Park Road, WV12 5EH.