

Privacy

Terms of Use & Privacy Policy

Terms of Use and Privacy Policy clauses define the conditions which you must accept in order to use this website. If you do not agree with these policies, you should not use this site.

Privacy Policy

At Forever Inspired Ltd we are committed to safeguarding and preserving the privacy of our visitors.

This Policy explains what happens to any personal data that you provide to us, or that we collect from you whilst you visit our site [www.babbaboosleep.com, Laura Gaskell] and how we use cookies on our websites.

We do update this Policy from time to time so please do review this Policy regularly.

Forever Inspired Ltd. is 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: Babbaboo Sleep.

Email address: **babbaboosleep@gmail.com**

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 support@sleepnny.co.uk.

Information That We Collect About You, For What Purpose and How We Process It

In running and maintaining our website we may collect and process the following data about you:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business.

Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as competitions, prize draws and free giveaways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/ services, to develop them, to grow our business and to decide our marketing strategy.
- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

Sensitive Data

We ask for personal data about you and your family when you work with a consultant directly so that we can serve you.

We may carry out surveys and quizzes to better understand you (our audience), so we can help you more effectively. Some of the questions we ask may provide us with sensitive data about you. We will also collect sensitive data from you if you join our membership.

We require your explicit consent for processing sensitive data.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at **babbaboosleep@gmail.com**. In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these

regulations, if you are a limited company, we may send you marketing emails without your consent. However, you can still opt out of receiving marketing emails from us at any time.

You can ask us to stop sending you marketing messages at any time by clicking on the unsubscribe link and the bottom of our emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers
- Government bodies that require us to report processing activities.
- 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.

INTERNATIONAL TRANSFERS

We share your personal data within our third party software platforms and applications 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 in place:

- We will only transfer your personal data to countries that the European Commission have approved as providing an adequate level of protection for personal data by; 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
- If we use US-based providers that are part of EU-US Privacy Shield, we may transfer data to them, as they have equivalent safeguards in place.

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.

DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

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

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.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes, the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers.

In some circumstances, we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

YOUR LEGAL RIGHTS

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to portability of data and (where the lawful ground of processing is consent) 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 support@sleepnanny.co.uk

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 or 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.

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). 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.

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.

Use of Cookies

Cookies provide information regarding the computer used by a visitor. We may use cookies where appropriate to gather information about your computer in order to assist us in improving our website.

We may gather information about your general internet use by using the cookie. Where used, these cookies are downloaded to your computer and stored on the computer's hard drive. Such information will not identify you personally; it is statistical data which does not identify any personal details whatsoever.

You can adjust the settings on your computer to decline any cookies if you wish. This can be done within the “settings” section of your computer. For more information please read the advice at AboutCookies.org.

Terms of Use

These terms of use govern your use of our site. These website terms of use have been provided and, approved by the solicitors at legal documents resource DIY Legals. Please read these terms in full before you use this Website. If you do not accept these terms of use, please do not use this Website. Your continued use of this site confirms your acceptance of these terms.

Website Access

1. It is not necessary to register with us in order to use most parts of this Website.

USE OF WEBSITE

2. This Website may be used for your own private purposes and in accordance with these terms of use.

3. You may print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent.

SITE UPTIME

4. All reasonable measures are taken by us to ensure that this Website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

5. Where possible we always try to give advance warning of maintenance

issues that may result in Website down time but we shall not be obliged to provide such notice.

VISITOR PROVIDED MATERIAL

6. Any material that a visitor to this Website sends or posts to this Website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our Privacy Policy (Above).

7. When using this website you shall not post or send to or from this Website any material:

- (a) for which you have not obtained all necessary consents;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
- (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

LINKS TO AND FROM OTHER WEBSITES

8. Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

9. Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

(b) you do not misrepresent your relationship with this website;
(c) and the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

10. By linking to this Website in breach of clause 5.2 you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

DISCLAIMER

11. Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and ,or up to date.

12. All material contained on this Website is provided without any or warranty of any kind. You use the material on this Website at your own discretion.

EXCLUSION OF LIABILITY

13. We do not accept liability for any loss or damage that you suffer as a result of using this Website.

14. Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

LAW and JURISDICTION

These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

OUR DETAILS

Babbaboo Sleep in association with Forever Inspired Ltd T/As The Sleep Nanny® Consultancy

C/O 12-14 Carlton Place, Southampton, Hampshire SO15 2EA. United Kingdom

Tel: +447887524000 Email: support@sleepnanny.co.uk;
babbaboosleep@gmail.com