

Terms and Conditions for Pharmacy Seller Services

1 Who we are

- 1.1 Hutchings Consultants Ltd are a company registered in England and Wales (Company Registration number 04613672) and our trading address is Maple House, 53-55 Woodside Road, Amersham, Bucks HP6 6AA. Our main telephone number is 01494 722224.
- 1.2 Hutchings Consultants Ltd act as pharmacy brokers and an introducer for buyers. Our client is the seller and our fees are paid by the seller. These terms and conditions relate to our relationship with the seller.
- 1.3 We provide our services to you on the basis of these terms and conditions and, if applicable, an engagement letter (for valuation and consultancy services under clause 4 and clause 6 below), and/or a sole agency agreement (for sole agency services under clause 5 below) (together, this “**Agreement**”). The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time.

2 Your information

- 2.1 You have provided us with your personal information in order that we may contact you in relation to pharmacy valuation and selling services. You should refer to our [Privacy Policy](#) for full details of how we process and protect your information.
- 2.2 To register with us as a seller, you must provide to us such information as we may request from time to time. You can register as a seller with us through our [website](https://hutchings-pharmacy-sales.com/register-as-a-potential-seller/) (at <https://hutchings-pharmacy-sales.com/register-as-a-potential-seller/>) or by telephone (on 01494 722 224).
- 2.3 As a potential pharmacy seller, we take your confidentiality very seriously indeed and will not normally contact you at your pharmacy business unless you have specifically requested us to do so. If for some reason we do not have any other way to contact you – we will always be discreet and will not disclose to staff who we are or where we are calling from.
- 2.4 If we are carrying out a valuation of your pharmacy business goodwill or are acting on your behalf to market the business you will need to supply confidential financial business information to us. Any information you supply to us in relation to your business will be treated in the strictest of confidence by Hutchings Consultants Ltd.
- 2.5 In the course of advising you around selling your pharmacy business, we may with your permission, pass confidential information to Hutchings Accountants Ltd where it is necessary to receive pharmacy specific tax and accountancy advice. You should refer to our [Privacy Policy](#) for full details of how we process and protect your information.
- 2.6 We will never pass or sell your personal information on to any third party for commercial or marketing purposes.
- 2.7 We will never advertise, mention or discuss a potential sale with anyone in the market until we have a signed sole agency agreement (as part of this Agreement) for the sale in place with the business owners and the business owners or nominated contact person has given us clear instructions to proceed with marketing activities.

3 Free verbal valuation service

- 3.1 This service is provided free of charge to pharmacy owners who are thinking of selling their pharmacy business. There is no obligation to instruct Hutchings Consultants Ltd to market the business upon receipt of our valuation.
- 3.2 Hutchings Consultants Ltd will provide a valuation of the business goodwill only. When selling a pharmacy business, sellers will normally receive additional payments from the buyer for elements such as stock or in the case of a company sale, company net assets to include cash in bank, NHS debtors e.t.c
- 3.3 On receipt of the full information we request from you in order to carry out the valuation exercise, we will normally respond to you to confirm our thoughts on the goodwill valuation within a few days. This period may be longer if incorrect information is supplied, information is missing or it is not in the correct format. The exercise will also take longer if there are more than one or two individual pharmacies to be assessed as part of the valuation.

- 3.4 If you wish to receive our valuation in writing then Hutchings Consultants Ltd will need to make a charge for this. Please see section 4 'Formal written valuation service'
- 3.5 In providing you with a free verbal valuation Hutchings Consultants Ltd are relying on the accuracy of the information that you provide to us
- 3.6 Any valuation figure placed on a pharmacy business by Hutchings Consultants Ltd is intended only as an opinion of the market price. It is the responsibility of interested potential buyers and the market to carry out their own assessment of the business in question to determine a fair market price for that business.
- 3.7 Whilst Hutchings Consultants Ltd make every reasonable effort to carry out valuations to industry expected standards Hutchings Consultants Ltd shall have no liability (subject to clause 9.1) for any party's reliance on our verbal valuation figure.
- 3.8 Hutchings Consultants Ltd reserve the right to amend these terms and conditions without notice but any amendments will be updated within this document on our website and registered parties furnished with the updated terms and conditions by e-mail. Any amendments to an engagement letter or sole agency agreement must be agreed in writing by both us and you, subject to clause 4.13 below.
- 3.9 Hutchings Consultants Ltd reserve the right to make a charge for this service if the valuation exercise is deemed to require an unusual amount of time and resources. This may be the case where a large group of pharmacies is being valued for example. In this case, Hutchings Consultants will advise the client in advance of these charges and in writing. Any charges made can subsequently be offset against the sale fee if the business is sold via Hutchings Consultants Ltd within 2 years of the valuation date.

4 Formal written valuation service

- 4.1 This service is provided where a written valuation is required for tax purposes, partnership disputes, private sales e.t.c. In the event that you would like us to provide this service to you, we will send you an engagement letter setting out the scope of what we will do.
- 4.2 Hutchings Consultants Ltd will provide a valuation of the business goodwill only. When selling a pharmacy business, sellers will normally receive additional payments from the buyer for elements such as stock or in the case of a company sale, company net assets to include cash in bank, NHS debtors e.t.c
- 4.3 We will commence the written valuation exercise for you upon receipt of the signed engagement letter, our fee in full and receipt of the full information we request from you in order to carry out the valuation exercise.
- 4.4 Our quoted fee is dependent on the full requested information being provided to us at the outset of the exercise enabling us to undertake the exercise in an efficient manner.
- 4.5 If we are required to source information on your behalf from business partners, book keepers, accountants, solicitors or other advisors then there may be additional charges at an hourly rate of £200 per hour plus VAT for the time incurred.
- 4.6 Within the scope of our quoted fees we assume a reasonable amount of time for questions from our client following receipt of our valuation. If we receive an unreasonable number of queries then we reserve the right to charge for the additional time spent at an hourly rate of £200 per hour plus VAT.
- 4.7 Whilst timescales for providing our written valuation may be shorter, you should allow between 5 – 10 working days for the written valuation exercise to be completed (timescales in accordance with valuation service selected).
- 4.8 In providing you with a written valuation Hutchings Consultants Ltd are relying on the accuracy of the information that you provide to us
- 4.9 Hutchings Consultants Ltd do not act as expert witness for dispute cases and will not attend court to provide evidence or statement.
- 4.10 Hutchings Consultants do not carry out pharmacy goodwill valuations for banks, financial institutions or otherwise for finance lending purposes.

- 4.11 Any valuation figure placed on a pharmacy business by Hutchings Consultants Ltd is intended only as an opinion of the market price. It is the responsibility of any interested potential buyers and the market to carry out their own assessment of the business in question to determine a fair market price for that business.
- 4.12 Whilst Hutchings Consultants Ltd make every reasonable effort to carry out written valuations to industry expected standards Hutchings Consultants Ltd shall have no liability (subject to clause 9.1) for any party's reliance on our valuation figure.
- 4.13 Hutchings Consultants Ltd reserve the right to amend our written valuation charges and these terms and conditions at any point and any amendments will be updated within this document on our website.

5 Pharmacy selling service

- 5.1 In the capacity of selling a pharmacy business, our client is the seller and we act solely in the seller's interest. We receive no payments from and no commissions in respect of buyers and have no conflict of interest with them.
- 5.2 We will only act in the capacity of sole agent and will not take part in multi-agency sales.
- 5.3 Hutchings Consultants Ltd operate on a no sale no fee basis and fees are only payable upon successful legal completion of the sale.
- 5.4 The full terms and conditions for our pharmacy selling service are found within our sole agency agreement. If you are thinking of selling and would like a copy of our sole agency agreement please contact us.
- 5.5 Whilst Hutchings Consultants Ltd make every reasonable effort to carry out pharmacy valuations to industry expected standards Hutchings Consultants Ltd shall have no liability (subject to clause 9.1) for any party's reliance on our verbal valuation figure.
- 5.6 Hutchings Consultants Ltd reserve the right to amend our sole agency agreement but any sole agency agreement signed by the business owners will be binding at the point of signature.

6 Pharmacy consultancy services

- 6.1 Hutchings Consultants Ltd will set out in advance and within a formal engagement letter, details of the services to be provided to the client and related charges which may be a fixed amount or an hourly rate.
- 6.2 Where the service is being provided for a fixed fee, the payment will be due in advance before any work is undertaken.
- 6.3 Any fixed fee quote is dependent on the full requested information being provided to us at the outset of the exercise enabling us to undertake the exercise in an efficient manner.
- 6.4 If we are required to source information on your behalf from business partners, book keepers, accountants, solicitors or other advisors then there may be additional charges at an hourly rate of £200 per hour plus VAT for the time incurred.
- 6.5 Within the scope of our quoted fees we assume a reasonable amount of time for questions from our client following receipt of our valuation. If we receive an unreasonable number of queries then we reserve the right to charge for the additional time spent at an hourly rate of £200 per hour plus VAT.
- 6.6 In undertaking the consultancy work Hutchings Consultants Ltd are relying on the accuracy of the information that you provide to us in order to carry this out.
- 6.7 Any incorporated pharmacy valuations are a valuation of the business goodwill only. When selling a pharmacy business, sellers will normally receive additional payments from the buyer for elements such as stock or in the case of a company sale, company net assets to include cash in bank, NHS debtors e.t.c
- 6.8 Timescales for completing the exercise will be entirely dependent on the scope of the exercise and workloads at the time of instruction. It is suggested that you allow at least 30 days.

6.9 Any valuation figure placed on a pharmacy business by Hutchings Consultants Ltd is intended only as an opinion of the market price. It is the responsibility of any interested potential buyers and the market to carry out their own assessment of the business in question to determine a fair market price for that business.

6.10 Whilst Hutchings Consultants Ltd make every reasonable effort to carry out written valuations to the industry expected standards, Hutchings Consultants Ltd shall have no liability (subject to clause 9.1) for any party's reliance on our valuation figure.

7 Free seminars & webinars

7.1 These services are provided free of charge to pharmacy owners who are thinking of selling their pharmacy business now or in the future and wish to gain more knowledge around the topic and tips on how to improve the value of their business before they approach the market.

7.2 In order to provide a more complete and beneficial service, our seminars and webinars are on occasions conducted in co-operation with 3rd party companies such as accountants, financial advisors and lawyers. In these circumstances we may share your personal information with these companies as necessary. You should refer to our [Privacy Policy](#) for full details of how we process and protect your information.

7.3 Whilst Hutchings Consultants Ltd make every reasonable effort to ensure that information presented within our seminars and webinars are correct Hutchings Consultants Ltd shall have no liability (subject to clause 9.1) for any party's reliance on the information contained therein.

7.4 Hutchings Consultants Ltd reserve the right to at its discretion, make a charge for any of its seminars and webinars but will always make any charges due clear in advance.

8 Free reports, books and publications

8.1 These services are provided free of charge to pharmacy owners who are thinking of selling their pharmacy business now or in the future and wish to gain more knowledge around the topic plus tips on how to improve the value of their business before they approach the market.

8.2 Whilst Hutchings Consultants Ltd make every reasonable effort to ensure that information presented within our reports, books and publications are correct Hutchings Consultants Ltd shall have no liability (subject to clause 9.1) for any party's reliance on the information contained therein.

8.3 Hutchings Consultants Ltd reserve the right to at its discretion, make a charge for any of its publications but will always make any charges due clear in advance.

9 Liability

9.1 Nothing in this Agreement excludes or limits our liability for:

9.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

9.1.4 any other liability which cannot be excluded or limited by law.

9.2 Subject to clause 9.1:

9.2.1 we shall not be liable whether in tort (including, without limitation, for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

- 9.2.1.1 any loss of profits, anticipated profits, revenue or business opportunity;
- 9.2.1.2 depletion of or damage to goodwill and/or similar losses;
- 9.2.1.3 loss or corruption of data or information;
- 9.2.1.4 pure economic loss; or
- 9.2.1.5 any special, indirect or consequential loss;

(in each case whether arising as a direct or indirect result of the relevant claim); and

9.2.2 except where expressly stated otherwise in this Agreement, our total aggregate liability in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including, without limitation, negligence or breach of statutory duty), misrepresentation, restitution or otherwise:

- 9.2.2.1 when arising under or in connection with the performance or contemplated performance of an engagement letter (for valuation and/or consultancy services under clause 4 and clause 6 above), or in connection with the performance or contemplated performance of a sole agency agreement (for sole agency services under clause 5 above) shall be limited to four times the fees charged for the specific engagement or agreement to which the claim relates.
- 9.2.2.2 when arising under or in connection with the performance or contemplated performance of this Agreement in any other respect, shall be limited to the greater of:
 - A) £1,000 (one thousand pounds); or
 - B) the total amount of our fees paid to us

10 General

10.1 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement without our prior written consent.

10.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except that each party may disclose the other party's confidential information:

- 10.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement; each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.2; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

10.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement (or any part of it), it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

10.4 Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 10.5 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 10.7 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; and, if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second normal working day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 10.8 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 10.9 This Agreement, and any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

Privacy Policy

1. Important information and who we are

The purpose of this Privacy Policy

This website is the property of Hutchings Consultants Ltd (company number **04613672**) of registered office and trading address, Maple House, 53-55 Woodside Road, Amersham, Bucks HP6 6AA. By accessing, browsing or otherwise using the website www.hutchings-pharmacy-sales.com (and which may redirect from www.hutchingsconsultants.com) (the “**Website**”) you agree to this privacy policy (this “**Privacy Policy**”). In this Privacy Policy, Hutchings Consultants Ltd is referred to as “**we**”, “**us**” or “**our**”, as appropriate.

We are committed to ensuring your privacy is protected. This Privacy Policy explains when and why we collect personal information about our website visitors, clients and people who contact or interact with us, how we use that personal information, the conditions under which we may disclose it to others and how we keep it secure. If you do not want us to process your personal information as described in this Privacy Policy, please do not provide information to Hutchings Consultants or use our website www.hutchings-pharmacy-sales.com or www.hutchingsconsultants.com; if you have already provided your information to us and no longer want us to process it, you should contact us. Please see paragraph 8 below for more information.

The Website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this Privacy Policy together with any other privacy notice or fair processing 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 Policy supplements the other notices and is not intended to override them.

Controller

We are the controller and responsible for your personal data. We have appointed a data privacy manager who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights (as set out in paragraph 8 below), please contact the data privacy manager using the details set out below:

Full name of legal entity: Hutchings Consultants Ltd

Name or title of data privacy manager: Scott Hayton

Email address: Info@HutchingsConsultants.com

Postal address: Maple House, 53-55 Woodside Rd, Amersham, Bucks, HP6 6AA

Changes to the Privacy Policy and your duty to inform us of changes

This Privacy Policy was last updated on 10th May 2018. Any change to this Privacy Policy will be on this page and a notice that the Privacy Policy has been updated will be clearly shown on our Website and, where we have your email address and a legal basis to contact you using that email address, emailed to you. Continued use of the Website after such modifications will constitute agreement to the updated terms of the modified Privacy Policy.

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

Third-party links

The 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 the Website, we encourage you to read the privacy notice of every website you visit.

2.The data we collected about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

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, and username or similar identifier.
- **Contact Data** includes email address and telephone numbers.
- **Technical Data** includes Internet protocol (IP) address, any login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Website.
- **Profile Data** includes your username and password, enquiries made by you in respect of businesses listed on our database, information provided by you for listing on our database, your interests, your preferences and your survey responses.
- **Usage Data** includes information about how you use the Website and our database.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific Website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.

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 personal data by law, or under the terms of a contract we have with you, or in order to provide you with information or services that you have requested from us, 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, or provide you with information requested (for example, to provide you information about a particular business listed on our database). In this case, we may have to cancel our contract with you or not provide information to you, but we will notify you if this is the case at the time.

3. How do we collect personal information from you?

You may provide this to us through our Website forms, emails, phone conversations, documents that you provide to us or when you meet us in person, or when you contact us for any other reason by any media, for example when you:

- Enquire about pharmacy businesses for sale or register with us as a buyer to be listed on our database
- Ask us to provide you with a valuation of your pharmacy business
- Register for any of our free reports, books, webinars, seminars, trade shows etc.
- Participate in any survey for us or provide feedback to us
- Interact with us on any social media sites
- Request marketing to be sent to you

This includes Identity, Contact, Profile, Usage and Marketing and Communications Data.

Automated technologies or interactions

We also obtain personal information relating to you (including about your equipment, browsing actions and patterns) using automated technical means when you visit the Website. We collect this personal data by using cookies, [server logs] and other similar technologies. The Website uses cookies to distinguish you from other users of the Website. This helps us to optimise your experience of the Website and services and also allows to improve the Website. For detailed information on the cookies we use, the purposes for which we use them and our Cookie Policy, please see [here](#).

Information we receive from other sources.

We may combine the information you provide to us with other information that we collect from 3rd party sources such as, the General Pharmaceutical Society and its register, NHS England and other freely available information from the internet.

We may also receive personal data about you from various third parties and public sources as set out below:

- Technical Data from analytics providers such as Google based outside the EU
- Contact Data from providers of technical or professional services such as lawyers, accountants e.t.c based inside the EU
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU

4. How we use your information

The following processes may utilise various types of personal information that you have provided to us, specifically Identity, Profile, Contact, Usage and Marketing and Communications Data. Please note that to respect your confidentiality, we will not normally correspond with parties who are thinking of buying or selling a pharmacy business at their business e-mail address, postal address or telephone numbers unless you instruct us to do so.

- To carry out our obligations arising from any contracts entered into between you and us and or to provide you with the information, products and services which you have requested from us.
- To manage our relationship with you, including asking you to provide feedback or take part in a survey. This is necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services).

- To provide you with information about similar or related services to those that you have already enquired about. This is necessary for our legitimate interests (to develop our products/services and grow our business).
- We may send you relevant marketing communications, if you have chosen to receive these which may include information about pharmacy businesses for sale, the current pharmacy market and pharmacy related events or offers. This is necessary for our legitimate interests (to develop our products/services and grow our business).
- Where you have entered into a contract with us or we have provided you with services, we may use your information to contact you to ask for your feedback about the services we have provided to you. This is necessary for our legitimate interests (to define types of customers for our products and services, to keep the Website updated and relevant, to develop our business and to inform our marketing strategy).
- To notify you about changes to our service. This is in our performance of a contract with you, necessary to comply with a legal obligation, and necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services).
- To assist us in the improvement and optimisation of advertising, marketing material and content, our services and the Website. This is necessary for our legitimate interests (to define types of customers for our products and services, to keep the Website updated and relevant, to develop our business and to inform our marketing strategy).
- To verify your identity where this is required by Anti Money Laundering Regulations. This is necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise), and necessary to comply with a legal obligation.
- To prevent against fraud and detect crime. This is necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise), and necessary to comply with a legal obligation.
- To comply with the requirements imposed by law or any court order. This is necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise), and necessary to comply with a legal obligation.

We may also make use of Technical Data to:

- Administer our site and for troubleshooting, testing, research and statistical purposes. We use Google Analytics, a third-party website monitoring tool. No data that personally identifies an individual (such as a name or e-mail address) is tracked, collected or uploaded. This is necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise).
- Measure or understand the effectiveness of our own advertising activity. This is necessary for our legitimate interests (to define types of customers for our products and services, to keep the Website updated and relevant, to develop our business and to inform our marketing strategy).
- Measure or understand the effectiveness of our marketing emails. This is necessary for our legitimate interests (to define types of customers for our products and services, to keep the Website updated and relevant, to develop our business and to inform our marketing strategy).

Marketing

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

- We may use your Identity, Contact, Technical, Usage, Profile and Marketing and Communications 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 (we call this marketing).
- You will receive marketing communications from us if you have requested information from us, or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

- **Third-party marketing:** We will get your express opt-in consent before we share your personal data with any company outside of our company for marketing purposes.
- **Opting out:** You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us 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 product/service experience or other transactions.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

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. Where we store your information

Your information may be transferred, stored and processed securely on servers based subject to or compliant with GDPR standards and regulations on data protection. By using the Website, or otherwise submitting your personal information to us, you agree to this transfer, storing or processing. We will take all reasonable steps to ensure that your data is treated securely and in accordance with data protection laws. We also take all reasonable steps to ensure that any personal information stored by us on site in non-electronic formats is done so securely.

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.

6. Who has access to your information?

We will never sell or rent your information to third parties. We will not share your information with third parties outside of Hutchings Consultants Ltd for any marketing purposes without your permission.

In the course of our day to day business activities and communication with you, we will occasionally make 3rd party recommendations to you or seek to put you in touch with other relevant business operators such as pharmacy specialist law firms, financial brokers and accountants. We will always seek your permission directly before passing your personal information to these firms and in most cases will provide you with a list of their contact details so you have freedom of choice to contact which ones you see fit.

Any of our staff with access to your information have a duty of confidentiality under the high ethical standards that this firm follows.

7. Disclosures of your personal data

In order to provide an efficient service to our clients and other users of Hutchings Consultants services, we may pass your information to third party service providers, including but not limited to:

- Our CRM Database Operator (where we store data)
- Client / Buyer Identity Verification Companies (Electronic ID Checks required when buying or selling under UK law)
- Selected Confidential Document Disposal Companies (if paper documents are required to be confidentially disposed of in bulk)

- A secure data room provider if utilised in conducting a sale
- Service providers based in the United Kingdom who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the United Kingdom 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.

When we use third party service providers, we disclose only the personal information that is necessary to deliver the service you have requested and we have a contract in place that requires them to keep your information secure and otherwise use your information in accordance with applicable data protection law.

We may in a few other limited cases need to disclose your information to third parties:

- In the event that you buy or sell a pharmacy, in which case we may disclose some personal information to the prospective seller or buyer of the business and respective lawyers and accountants in the form of heads of terms for that deal and solely for contact purposes and deal progression.
- If you complete a sale or purchase then we may in future for marketing purposes make reference to that deal and the fact that Hutchings Consultants brokered the deal.
- If Hutchings Consultants Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its clients and users will be one of its transferred assets;
- To our insurers and /or professional advisers insofar as reasonably necessary for the purposes of obtaining and maintaining insurance coverage, managing risks, obtaining professional advice and managing legal disputes.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property or safety of Hutchings Consultants Ltd, our clients, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.

8. Your rights

In this section we have summarised the rights that you have under data protection law. Some of the rights are complex, applying only in certain circumstances and subject to certain exceptions, and in the interests of keeping this policy concise, not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

You have the right:

- To object to us processing your personal information for marketing purposes. If you object, we will stop processing your personal information for this purpose. When we collect your data, you can choose whether you wish to receive marketing communications from us. If you wish to stop receiving marketing communications, you can opt out at any time by clicking an 'unsubscribe' link at the bottom of one of our emails.
- To access the information we hold about you and certain information about our processing of it and your rights in relation to it.
- In certain circumstances, to obtain erasure of the personal information we hold about you, subject to certain exceptions.
- To rectification of the information we hold about you.
- In certain circumstances, to restrict our processing of your personal information or object to us processing it. If you object, we will stop processing your personal information unless certain exceptions apply.
- To request a transfer of your personal data.

- Where our legal basis for processing your personal information is your consent or the performance of a contract and we process it by automated means, to be provided with the personal information we hold about you in structured, commonly used and machine-readable format and to transmit the information to another controller.
- To not be subject to a decision based solely on automated processing, including profiling, that produces legal effects concerning you or similarly affecting you, subject to certain exceptions.
- Where our processing of your personal information is based on your consent, to withdraw that consent at any time. If you withdraw your consent, we will stop the relevant processing, but it will not affect the lawfulness of our processing before the withdrawal.

To exercise any of these rights, email us at info@HutchingsConsultants.com or write to us at Hutchings Consultants, Maple House 53-55 Woodside Road, Amersham, Bucks HP6 6AA. In addition, you can exercise your right to object to direct marketing at any time by clicking an 'unsubscribe' link at the bottom of one of our emails.

No fee usually required

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

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.

9. How long do we retain your personal information?

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. We review our retention periods for personal data on a regular basis. We are legally required to hold some types of information for certain prescribed periods to fulfil our statutory obligations – generally this is at least 6 years. Outside of specific statutory obligations, we will hold your personal data on our systems for as long as is necessary for the relevant purposes for which we use it, or in accordance with any retention periods set out in any relevant contract you hold with us. You have rights regarding your personal information of which we have tried to list as fully as possible above and if these do not conflict with any legal requirement, contract clause or obligation that we are required to fulfil then you may at any time request that we remove and delete any personal identifiable information of yours that we hold by contacting us at info@HutchingsConsultants.com.

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.

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.

10. Security precautions in place to protect your information

We take appropriate technical and organisational precautions to secure your personal information and prevent its loss, misuse or alteration. All information you provide to us is stored on our secure servers. Where we have given (or where you have chosen) a password which enables you to access certain parts of our websites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your information, we cannot guarantee the security of information

transmitted to our site. Any transmission is at your own risk and you agree that we will not be liable for any breach of security unless it has been proved that we have been negligent.

The transmission of unencrypted (or inadequately encrypted) data over the internet is inherently insecure, and for this reason we cannot guarantee the security of data sent between us over the internet.

11. Use of Cookies

Like many other websites, the Website uses cookies. 'Cookies' are small pieces of information sent by an organisation to your computer and stored on your hard drive to allow that website to recognise you when you visit. They collect statistical data about your browsing actions and patterns. Cookies allow us to provide important site functionality so you don't have to re-enter lots of information. They also allow us to remember what links and pages you have been or viewed during a session. This helps us deliver a better, more personalised service to you.

It is possible to switch off cookies by setting your browser preferences. For more information on the Cookies we use, visit our [Cookies Policy](#).

The Website may from time to time contain links to and from the websites of affiliates, business partners, suppliers or advertisers. If you follow a link to any of these websites, please be aware that these have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before submitting information to these websites.

12. Further information

You can obtain further information about data protection laws by visiting the Information Commissioner's Office website at www.ico.org.uk

13. Complaints

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO, so please contact us in the first instance.