**Privacy, Cookies and Other Terms**

**Attention**

[www.mills-co.com](http://www.mills-co.com) is the website of Mills & Co, Milburn House, Dean Street, Newcastle upon Tyne, NE1 1LE (“*We*”). This notice applies to the entire contents of, and sets out the terms on which you may make use of, this website (“*Our Website*”).

Please read the terms set out below carefully before you start to use Our Website. By using or continuing to use Our Website, you are indicating that you accept these terms and that you agree to be bound by them. If you do not agree to these terms and/or do not consent to the use of Cookies (see the Privacy and Cookies sections below), please leave Our Website immediately.

**Privacy**

1. We take our obligations relating to your privacy seriously. Please read this section carefully to understand our views and practices regarding your personal data obtained via Our Website and how We treat it. For the purposes of the Data Protection Act 1988 (the “*Act*”), the data controller is Mills & Co of Milburn House, Dean Street, Newcastle upon Tyne, NE1 1LE.
2. We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about the browsing actions and patterns of users of Our Website and does not identify any individual. For the same reason, We may obtain information about your general internet usage. Our Website uses Cookies to compile aggregate data about site traffic and site interaction so that We can offer better site experiences and tools in the future. Cookies are small files that a site or its service provider transfers to your computer or other device through your web browser that enables the site’s or service provider’s systems to recognise your browser and capture and remember certain information. For further information concerning Cookies, please see the Cookies section below.
3. We do not sell, trade or otherwise transfer to other persons your personal data (by which We mean information personally identifying you) or other information. However, We may provide such data or information to certain trusted third parties who assist us in operating Our Website, conducting our business or otherwise servicing you.
4. We may also disclose, release or transfer your personal data or other information when We believe that doing so is appropriate to comply with any legal obligation, to enforce or apply the terms or policies applicable on Our Website and/or any other agreements or to protect our rights, property or safety or the rights, property or safety of our clients or other persons. However, non-personally identifiable visitor information may be collected and provided to other parties for marketing or other uses.
5. Our Website may, from time to time, contain links to and from third parties’ websites.  If you follow a link to any of these websites, please note that these websites have their own privacy policies and that We do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.
6. The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.  Any access request may be subject to a fee to meet our costs in providing you with details of the information We hold about you.

**Cookies**

1. Whenever you use Our Website information may be collected through the use of Cookies. By using Our Website, you agree to our use of Cookies as set out below. If you do not accept the terms below, please leave Our Website immediately.

**What are Cookies?**

1. Cookies are text files containing small amounts of data which are downloaded to your computer or other device when you visit a website. Cookies are useful because they allow us to recognise your device and improve your experience on Our Website. To find about more about Cookies, visit [http://www.allaboutcookies.org](http://www.allaboutcookies.org/)
2. Our Website uses Google Analytic Cookies to track user activity, which may be used to generate reports for us and to help us improve Our Website. To find out more about Google Analytics and Google’s privacy policy, visit <http://www.google.com/analytics/learn/privacy.html>

## Controlling Cookies

1. There are various ways that you can control and manage your Cookies. **Please remember that any settings you change will not just affect Our Website. They** may apply to all websites that you visit (unless you choose to block Cookies from particular sites). Further, disabling Cookies might impact the functionality of Our Website or any other websites.
2. Most web browsers are set to accept Cookies automatically. The web browser you use should have settings which will allow you to:

## see what Cookies you have on your device and delete them on an individual basis.

## restrict or block third party Cookies, Cookies from particular websites or all Cookies.

## delete all Cookies when you close your web browser.

1. **You should be aware that any preferences for any particular website will be lost if you delete Cookies.** This may include any preferences to opt out from Cookies, as this requires an opt-out Cookie to be set. Also, if you block Cookies completely many websites will not work properly and some functionality on these websites will not work at all.
2. You should refer to the instructions for or help sections in your web browser to find out more about how to manage your Cookies. To opt out of being tracked by Google Analytics across all websites, visit <https://tools.google.com/dlpage/gaoptout>

**Other Terms**

**Access**

1. You are permitted to access Our Website on a temporary basis. We reserve the right, at any time without notice, to: (a) withdraw or amend the service We provide on Our Website; and (b) restrict access to any part of Our Website or the entire site. We will not be liable if, for any reason, Our Website is not available at any time for any period.
2. You are responsible for making all arrangements necessary for you to have access to Our Website. You are also responsible for ensuring that all persons who have access to Our Website through your internet connection are aware of these terms and that they comply with them.

**IP rights and use of materials**

1. Except where explicitly indicated otherwise, We are the owner or licensee of all copyright or other intellectual property rights in Our Website and in the material published on it, including any trade marks, logos and brands contained in Our Website.  Those works are protected by copyright laws and treaties around the world.  All such rights are reserved.
2. You may print off one copy, and you may download extracts, of any page(s) from Our Website for your personal reference and you may draw the attention of others within your organisation to material posted on Our Website. You must not use any part of the materials on Our Website for any purposes other than your own personal reference, including without limitation for any commercial purposes, without obtaining a licence to do so from us or our licensors. No part of Our Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
3. You must not: (a) modify in any way whatsoever the paper or digital copies of any materials you have printed off, copied or downloaded from Our Website; and (b) use in any way whatsoever any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
4. Our status (and that of any identified contributors) as the authors of material on Our Website must always be respected and acknowledged.
5. The use of any materials otherwise than in accordance with the foregoing is prohibited. If you breach any of these terms, your permission to use Our Website will cease immediately and you must immediately destroy any materials downloaded, copied or printed from Our Website.
6. Other than personally identifiable information, which is covered under our Privacy section above, any material you transmit or post to Our Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

**Misuse of Our Website**

1. You must not misuse Our Website by posting or transmitting to or from Our Website any material:

(a) that is threatening, defamatory, libellous, obscene, indecent, lewd, seditious, offensive, pornographic, abusive, violent, harassing, illegal, false, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience (collectively “Offensive Material”); or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world.

1. You must not: (a) misuse Our Website by introducing any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (“Viruses”); (b) attempt to gain unauthorised access to Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website or us; or (c) attack Our Website via a denial-of-service attack or a distributed denial-of-service attack.
2. By breaching the above provisions, you would commit a criminal offence under the Computer Misuse Act 1990.  We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them.  In the event of such a breach, your permission to use Our Website will cease immediately.
3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, Viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Website or to your downloading of any material posted on it, or on any website linked to it.

**Website links**

1. Any links to third party websites on Our Website are provided solely for your convenience and for information only. If you access any such links, you will leave Our Website. We do not control and are not responsible for any third party websites or their content or availability. We therefore do not endorse or make any representations about them or any material found there or any results that may be obtained from using them. If you decide to access any of the third party website links on Our Website, you do so entirely at your own risk.
2. If you would like to link to Our Website, you may only link to the home page on Our Website and subject to the following conditions:

(a) you do not: (i) remove, distort or otherwise alter the content of Our Website; and (ii) create a frame or any other browser or border environment around Our Website;

(b) any link is established in a way that is fair and legal and does not damage our reputation or take advantage of it;

(c) you do not in any way: (i) imply that We are endorsing your website or any products or services other than our own; (ii) misrepresent your relationship with us nor present any other false information about us; and (iii) establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;

(d) you do not otherwise use any trademarks or brands displayed on Our Website without express written permission from us; and

(e) your website does not contain Offensive Material or content that is distasteful, controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

1. We expressly reserve the right to revoke, without notice at any time, the above permission to link. In particular, We reserve the right to withdraw linking permission: (a) to any website containing Offensive Material; and (b) otherwise for breach of these terms. We reserve the right to take any action We deem appropriate in connection with any breach of these terms. You shall fully indemnify us for any loss or damage suffered by us or any of agents or contractors for breach of this provision.

**Limitation of liability**

1. Nothing on Our Website is intended to constitute advice, legal or otherwise, on which you should place any reliance. If you have a specific legal issue, you should always seek legal advice on that issue. We disclaim all liability and responsibility arising from any reliance placed on any materials by any user of Our Website or by any person who may be informed of its contents.
2. Whilst We endeavour to ensure that the information on Our Website is correct, We do not warrant the accuracy and completeness of the material on Our Website. The material on Our Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, We provide access to the material on Our Website on the basis that We exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this provision, might have effect in relation to Our Website.
3. We, our partners, employees, contractors and agents, any companies or other organisations owned by, controlled by or affiliated to us and any other party (whether or not involved in creating, producing, maintaining or delivering Our Website), including without limitation any partners, officers, directors, employees, shareholders, contractors or agents of any of the foregoing persons, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation: (a) any direct, indirect, punitive or consequential loss or damages; (b) any loss of income, revenue, profits, goodwill, business, data, contracts, use of money, anticipated savings, wasted management or office time; (c) any loss or damages arising from or connected in any way to business interruption; and (d) whether any loss or damage arises in tort (including without limitation negligence), contract or otherwise) in connection with Our Website in any way or in connection with the use, inability to use or the results of use of Our Website, any websites linked to Our Website or the material on such websites, including but not limited to loss or damage due to Viruses that may infect your computer equipment, software, data or other property (including without limitation any other electronic devices such as tablets or mobile phones) on account of your access to, use of, or browsing Our Website or your downloading of any material from Our Website or any websites linked to Our Website.
4. Nothing in these terms shall exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (b) fraud; (c) misrepresentation as to a fundamental matter; or (d) any liability which cannot be excluded or limited under applicable law.

**Variations**

1. We may change Our Website or any material on Our Website or any of these terms at any time without notice. You should check Our Website from time to time to review the then current terms, because they are binding on you. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages of Our Website. If the need arises, We may suspend access to Our Website or close it indefinitely. The material on Our Website may be out of date and We are under no obligation to update such material.

**Governing law and jurisdiction**

1. These terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and/or Our Website shall be subject to the exclusive jurisdiction of the English courts.