

# **BLINK Subscription Terms**

## **1. These Terms**

- 1.1. These terms, together with our Website Terms of Sale, tell you the terms and conditions on which we will supply our products to you when you sign up to one of our subscriptions. Please read these terms carefully before you purchase a subscription. Please be aware that by purchasing a subscription you agree to be bound by these terms.
- 1.2. Prior to purchasing a subscription you will be asked to tick a box to confirm you accept these terms. Please note that you will not be able to proceed with your subscription if you fail to do this.

## **2. Availability of Subscriptions**

- 2.1. We only sell to the UK & Channel Islands. Our website is solely for the promotion of our products in the UK & Channel Islands.

## **3. Eligibility**

- 3.1. Our subscriptions are only available to customers over the age of 18. By signing up to a subscription through our site, you warrant that: you are legally capable of entering into binding contracts; and you are at least 18 years old; you are resident within the UK or Channel Islands; and you are accessing our site from a country within the UK or Channel Islands.

## **4. Subscriptions**

- 4.1. Our subscription plans are subject to minimum order amounts at 28 day intervals. All our subscription plans are available to view on our website.
- 4.2. An individual is permitted to purchase one trial box upon signing up to their subscription. In addition, only one trial box may be purchased per household.

## **5. Payment for Subscriptions**

- 5.1. Our subscriptions require an up-front payment followed by recurring charges as agreed to by you. By signing up to a subscription, you acknowledge this payment arrangement and you accept responsibility for all recurring charges prior to its termination. To change your payment method please contact us at 0333 016 3664 , emailing us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) or writing to us at The Blink Team, Dockham Way, Crick, Northamptonshire, NN6 7TZ.
- 5.2. By subscribing to Blink you agree to pay recurring payments for an indefinite time until terminated by you or us, on these terms and those within our Website Terms of

Sale. You can re-subscribe at any time following termination, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.

5.3. You will pay the purchase price for the trial box at the point you sign up to a subscription. The first full subscription payment shall be taken 12 days after the date of our acceptance of your subscription (within working hours should be the same working day). All subsequent subscription payments shall be taken from your account at 28 day intervals following receipt of the first full payment.

## **6. Shipment**

6.1. Where you have purchased a subscription, shipment of your trial box will be made within 7 days of the date of our acceptance of your subscription, in accordance with clause 3 of the Website Terms of Sale.

6.2. Your first full shipment of products will be made after 12 days of the date of our acceptance of your subscription.

6.3. All subsequent shipments will be made at 28 day intervals, starting from the date of the first shipment [under clause 6.2].

6.4. Where shipments are due for dispatch on a day which is not a business day (i.e. the day the shipment is due for dispatch falls on a Saturday or a Sunday or a bank holiday within the UK) we will endeavour to ship your products on the subsequent working day. In the event of exceptional circumstances, we may delay shipment of your products and will contact you to confirm this in accordance with clause 6 of our Website Terms of Sale.

## **7. Changes to your subscription**

7.1. If you wish to make a change to your subscription, you may do so via your account on our website. You may also contact us using the contact details above. If we cannot make the change or the consequences of making the change are unacceptable to you, you are able to end the subscription.

## **8. Your right to cancel your subscription**

8.1. You may cancel your subscription via your account on our website at any time after receipt of your trial box. Alternatively, please contact us using the details provided above.

8.2. Subject to 8.1, your subscription plan will end immediately you cancel your subscription via your account or at the point we receive a clear request by you to cancel your subscription by telephone or email.

8.3. If you end the contract for any reason after products have been dispatched to you, or you have received products for which you would like to receive a refund, you must return them to us in accordance with our Refund Policy [see below].

## **9. Cancellation of your subscription**

9.1. We may end your subscription at any time by contacting you if:

9.1.1. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products under your subscription, for example an appropriate delivery address; or

9.1.2. you do not within a reasonable period, allow us to deliver the products to you or provide us with an alternative delivery address.

Where the cancellation of a subscription by us under this clause may result in a refund, such refund will be made in accordance with our Refund Policy.

## **10. Product withdrawal**

10.1. We may withdraw the product under your subscription. We may write to you to let you know that we are going to stop providing a certain product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided in accordance with our Refund Policy.

## **11. Referral Codes**

11.1. We may offer codes (Referral Codes) to be used to purchase subscriptions on our website.

11.2. These terms and our Website Terms of Sale shall apply between us and the person holding the Referral Code when the Referral Code is redeemed by such person when they sign up to a subscription. Use of such a Referral Code will be deemed to confirm your agreement with these terms and with any terms specific to the Referral Code.

11.3. A Referral Code may only be used once on our website and may not be used in conjunction with any other offer.

11.4. Referral Codes may not be sold on, exchanged or redeemed for cash and cannot be used to buy gift vouchers.

11.5. Referral Codes may not be copied, replicated, reproduced, distributed or published either directly or indirectly in any form or stored in a data retrieval system.

- 11.6. We reserve the right to exclude the use of Referral Codes on certain products and to withdraw or deactivate any Referral Code (unless already paid for) for any reason at any time.

## **12. Other important terms**

- 12.1. Clause 12 (Other important terms) of the Website Terms of Sale shall apply to these Subscription Terms in its entirety.

## **13. Governing Law and Jurisdiction**

- 13.1. These Subscription Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

# **BLINK Website Terms of Sale**

## **1. These Terms**

- 1.1 Please read these terms and our Subscription Terms carefully before you submit your order to us. These sets of terms tell you important information as to how we supply Blink to you ("products") via one of our subscription plans.

## **2. Information about us and how to contact us**

- 2.1 We operate the website [www.blinkcats.co.uk](http://www.blinkcats.co.uk). We are owned by Butcher's Pet Care Limited, a company registered in England and Wales. In these terms, we are referred to as "us", "our" and "we".
- 2.2 You can contact us by telephoning our Customer Service team at 0333 016 3664 emailing us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) or writing to us at The Blink Team, Dockham Way, Crick, Northamptonshire, NN6 7TZ.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. When we use the words "writing" or "written" in these terms, this includes emails.

## **3. Our contract with you**

- 3.1 **How we will accept your order.** Your order constitutes an offer to us to buy products via a subscription. Once you have signed up for a subscription, you will receive an email from us thanking you for your order. Our acceptance of your order will take place

when we make our first shipment of products to you, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing. This might be because:

- (a) the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for;
- (b) we have identified an error in the price or description of the product; or because
- (c) we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when you sign up for your subscription. It will help us if you can tell us the order number whenever you contact us about your order.

#### 4. **Our products**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

#### 5. **Our rights to make changes and/or cease supply**

5.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements, for example a modification to (i) the ingredients, (ii) packaging of the products or (iii) provenance of a product.

5.2 **More significant changes to the products and these terms.** If we are required to make significant changes to the products we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

5.3 **We may withdraw the product.** We may at any point write to you to let you know that we are going to stop providing the product, and information about this will be listed on our website. We will let you know at least 7 days in advance of our stopping the supply of the product.

5.4 **Substitution of the products.** Whilst we use reasonable efforts to maintain our stock of products, it may be the case that the products under your subscription are temporarily out of stock or unavailable. Should this be the case, we shall substitute

the products with alternative products of equivalent quality and price. Please do get in touch with us if you are not happy with the substituted products.

## **6. Providing the products**

- 6.1 **Shipment costs.** The costs of shipment of products are incorporated within the costs of your subscription.
- 6.2 **When we will provide the products.** The products will be shipped to you in accordance with the Subscription Terms.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, the products cannot be posted through your letterbox and you have not informed the courier of a safe location to leave your products (or such location is not available at the time of delivery), the courier will leave you a note informing you of how to rearrange delivery to the same or a different delivery address, or collect the products from a local depot. A total of three attempts will be made to deliver the products to you.
- 6.5 **If you do not re-arrange delivery.** If, after three failed attempts to deliver the products to you, you do not re-arrange delivery or collect them from a delivery depot and you do not contact us directly within a reasonable time regarding such re-delivery, we may end the contract.
- 6.6 **When you own and become responsible for the products.** You will own the product and the product will become your responsibility from the time we deliver the product to the delivery address you gave us which includes such time we leave the product in the safe location as confirmed by you.
- 6.7 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your full name, billing and delivery addresses, payment details, telephone number and email address. We will request this information when you place your order with us or when you sign up to our subscription service. We will contact you to ask for this information if you have not provided it. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may not be able to fulfil your order and we may be required to end the contract. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.8 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 5).

6.9 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the supply of products for longer than 28 days we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

6.10 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 9.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

## 7. **Your rights to end the contract**

7.1 Should you wish to terminate your subscription, you must do so in accordance with the Subscription Terms.

## 8. **If there is a problem with the product**

8.1 **How to tell us about problems.** We are under a legal duty to supply products that are in conformity with this contract. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0333 016 3664 or write to us at help@blinkcats.co.uk or The Blink Team, Dockham Way, Crick, Northamptonshire, NN6 7TZ.

8.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must arrange for them to be returned to us as set out in our Refund Policy.

## 9. **Price and payment**

9.1 **Where to find the price for the product.** The price of your subscription (which includes VAT) will be the price indicated [within your account which you can access] on our website. We take all reasonable care to ensure that the subscription price advised to you is correct. However please see clause 9.3 for what happens if we discover an error in the price of the subscription you order.

- 9.2 **If we want to increase subscription prices.** Subject to clause 9.3, all prices at the point you sign up for your subscription will remain the same for 28 days. In the event we wish to increase our subscription prices, we will inform you at least one month in advance of any proposed change. If you are not happy with the proposed increase in price, you can cancel your subscription in accordance with our Subscription Terms.
- 9.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, incorrect pricing may be displayed on our website or within your account. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 9.4 **When you must pay and how you must pay.** You must pay for the products in accordance with the Subscription Terms (see clause 5 of Subscription Terms).
- 9.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.
- 10. Our responsibility for loss or damage suffered by you**
- 10.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987.
- 10.3 **Fraudulent activity and our liability for business losses.** Our supply of, and your use of, the products and our Referral Codes are for domestic and private uses only. You must not, under any circumstance, re-sell our products or Referral Codes to any third party or partake in any fraudulent activity in relation to them. If you use the products and Referral Codes for any commercial, business or re-sale purposes, we will have no liability to you for any loss of profit, loss of business, business interruption,

or loss of business opportunity, and we reserve our rights to take appropriate action against you.

## **11. How we may use your personal information**

11.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy.

## **12. Other important terms**

12.1 **We may amend these terms.** We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

12.2 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and ensure the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

12.3 **Nobody else has any rights under this contract .** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

## **12.6 Intellectual Property Rights.**

- (a) We own (or have all relevant and necessary licenses in place in respect of) all intellectual property rights on our website, whether registered or unregistered. Such intellectual property rights are protected by copyright laws and all such rights are reserved.

- (b) You may print off one copy or download information from our website strictly for your personal reference. You must not use any of our intellectual property rights for any commercial purposes without gaining our express written consent.
  - (c) Any comments posted on any website, blog or social media network must represent your fairly-held opinions. By accepting these Terms of Sale, you authorize us to quote your comments for any purpose we deem necessary.
- 12.7 **Events outside our control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Sale or other terms that is caused by any event outside our reasonable control.
- 12.8 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **BLINK Refund Policy**

- 1.1. Where your subscription is terminated either by us or by you, we will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the subscription and products have been despatched to you, we will only charge you for supplying the product up to the date of cancellation and will refund any sums you have paid in advance for the supply of further products, subject to you returning those to us.
- 1.2. If you wish to obtain a refund you must post all products back to us at address above. Please call The Blink Team on 0333 016 3664 or email us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) for further information on how to return.
- 1.3. All products must be returned in their original packaging and in the same condition that you received them.
- 1.4. Once your return is received and inspected, we will send you an email to notify you that we have received your returned products and confirm whether or not a refund is due to you.
- 1.5. We will refund you the price you paid for the products, by the method you used for payment. However, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products resulting from any damage caused as a result of your handling of the products.

- 1.6. We will make any refunds due to you as soon as possible and as follows:
  - 1.6.1. Your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us; or
  - 1.6.2. in all other cases, your refund will be made within 14 days of your telling us you wish to cancel your subscription.
- 1.7. Where you return products to us, we will pay the costs of return:
  - 1.7.1. if the products are faulty or misdescribed; or
  - 1.7.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances, you must pay the costs of return.
- 1.8. You may return defective or damaged products to us in exchange for which you may receive replacements. Where you require replacement products, please contact us using the contact details above prior to sending any products back to us.

## **BLINK Privacy Statement**

Blink (“we”) consider your privacy to be very important when visiting [www.blinkcats.co.uk](http://www.blinkcats.co.uk) (“our website”). This Privacy Statement will inform you to how we collect and look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

### **1. Important information and who we are**

#### **Purpose of this Privacy Statement**

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

It is important that you read this Privacy Statement 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 Statement 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 Statement. If you have any questions about this Privacy Statement, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

## **Contact details**

Our full details are:

- Full name of legal entity: Butcher's Pet Care Limited
- Email address: [GDPR@butcherspetcare.com](mailto:GDPR@butcherspetcare.com)
- Postal address: Governance Team (Blink), Butcher's Pet Care Limited, Dockham Way, Crick, Northamptonshire, NN6 7TZ

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](http://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.

## **Changes to the Privacy Statement and your duty to inform us of changes**

We keep our Privacy Statement under regular review. This version was last updated on 19<sup>th</sup> March 2019.

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**

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

## **2. The data we collect 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, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

**Contact Data** includes billing address, delivery address, email address and telephone numbers.

**Financial Data** includes bank account and payment card details.

**Transaction Data** includes details about payments to and from you and other details of products you have purchased from us.

**Profile Data** includes your email address, username and password, purchases made by you and your contact data and your interests, preferences, feedback and survey responses.

**Technical Data** includes internet protocol (IP) address, your 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 this website.

**Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

**Usage Data** includes information about how you use our website, products and services.

We also collect, use and share anonymised **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 Statement.

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 and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods, services or our newsletter). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

### **3. How is your personal data collected?**

We use different methods to collect data from and about you including through:

**Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- create an account on our website;
- subscribe to our products, service or publications;
- request marketing to be sent to you;
- enter a competition, promotion or survey; or
- let us know that you wish to give us some feedback or provide a review of the product.

**Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our Cookies Policy for further details.

**Third parties or publicly available sources.** We may receive personal data about you from various third parties as set out below:

- Technical Data from the following party:
  - analytics providers such as Google based outside the EU
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services.

#### **4. How we use your personal data**

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

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by clicking unsubscribe on any of our newsletters that we send to you.

#### **Purposes for which we will use your personal data**

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

You should note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) if you need details about the specific legal ground we are relying on to

process your personal data where more than one ground has been set out in the table below.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To register you as a new subscriber	(a) Identity (b) Contact	Performance of a contract with you
To provide you with our products and services as requested by you.	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Technical (f) Profile	Performance of a contract with you
<p>To manage our relationship with you which will include:</p> <p>(a) Notifying you about changes to our Terms and Conditions or Privacy Statement</p> <p>(b) Asking you to leave a review or take a survey</p>	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	<p>(a) Performance of a contract with you</p> <p>(b) Necessary to comply with a legal obligation</p> <p>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</p>
To enable you to take part in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	<p>(a) Performance of a contract with you</p> <p>(b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)</p>

<p>To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity (b) Contact (c) Technical</p>	<p>(a) 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)  (b) Necessary to comply with a legal obligation</p>
<p>To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you</p>	<p>(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical</p>	<p>Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)</p>
<p>To use data analytics to improve our website, products/services, marketing, customer relationships and experiences</p>	<p>(a) Technical (b) Usage</p>	<p>Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)</p>
<p>To make suggestions and recommendations to you about goods or services that may be of interest to you</p>	<p>(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile</p>	<p>Necessary for our legitimate interests (to develop our products/services and grow our business)</p>

## Marketing

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

### Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing). However, you will only receive marketing communications from us if you have:

- requested or consented to receiving information from us, where your consent is given on a specific, informed, freely given and unambiguous basis; or
- purchased goods from us (in which case, any marketing would relate to similar goods or services)

and, in each case, you have not told us that you wish to stop receiving that marketing.

From time to time, we may provide referral codes to trial a new product on our website.

As part of this campaign, we will ask for your consent to use the information you provide us for us to use in connection with future marketing campaigns run directly by us.

In any case, we will not carry out such marketing or pass your personal information to any third party if you do not tick the relevant box consenting to it.

The good news is that whether or not you consent to the future marketing by us or third parties, you will still be entitled to receive the promotional item provided you give us your name, email and home address for delivery, and in cases where we ask for money from you, provided you pay that amount.

You can unsubscribe at any time after receipt of the trial box by contacting us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) or actioning within My Account on the website.

We may pass your personal data (name, email and postal address, plus the name and breed of your pet) to a third party that processes your information to send out relevant newsletters or handle promotions on our behalf.

MRM Marketing organise our promotional activities for us. This is only done on occasions when we are running an offer. This means that if you opt in to receive marketing communications, we will pass your contact details to MRM to fulfil the offer and send you the item that is the subject of the promotion. We do not authorise MRM to use your data for any other purpose and as soon as it has been used for fulfilling the promotional offer, MRM will delete your data.

## **Opting out**

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) at any time.

## **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

## **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 at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk).

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. Disclosures of your personal data**

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Service providers that run our CRM system and run our marketing campaigns and promotional offers, such as Mailchimp based in the USA and MRM Marketing based in the UK respectively.
- Our web hosting service provider, located outside the EU.
- Our provider of IT and system administration services in relation to our website. Both businesses are based outside the EU.
- HM Revenue & Customs, regulators and other authorities based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Our partners who host our website and process your payments on our behalf, such as Stripe.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Statement.

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

## **SMS**

We value your privacy and the information you consent to share in relation to our SMS marketing service. We use this information to send you text notifications (for your order), marketing information, and transactional texts, including requests for reviews from us.

### **6. International transfers**

Some of our external third parties are based outside the 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 ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see [European Commission: Model contracts for the transfer of personal data to third countries](#).

Alternatively, where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see [European Commission: EU-US Privacy Shield](#).

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

### **7. Data security**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

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

### **8. Data retention**

#### **How long will you use my personal data for?**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by contacting our Governance Team in writing at Governance Team (Blink), Butcher's Pet Care Limited, Dockham Way, Crick, Northamptonshire, NN6 7TZ or by email at [GDPR@butcherspetcare.com](mailto:GDPR@butcherspetcare.com).

In some circumstances you can ask us to delete your data: see *Request erasure* below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. You have the right to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify

whether we have overriding legitimate grounds to use it.

- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact our Governance Team in writing at Governance Team (Blink), Butcher's Pet Care Limited, Dockham Way, Crick, Northamptonshire, NN6 7TZ or by email at [GDPR@butcherspetcare.com](mailto:GDPR@butcherspetcare.com).

### **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.

## **10. Glossary**

### **LAWFUL BASIS**

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk).

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

## **BLINK Cookies Policy**

### **INFORMATION ABOUT OUR USE OF COOKIES**

We operate the site [www.blinkcats.co.uk](http://www.blinkcats.co.uk). Blink is owned by Butcher's Pet Care who are registered in England and Wales under company number 01716195.

[www.blinkcats.co.uk](http://www.blinkcats.co.uk) / (**our site**) uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

1. Maintaining the user's logged in session.
2. The payment gateway (Stripe).
3. Google Analytics.
4. Consumer Services software (Zendesk)

Cookies may be either "persistent" cookies or "session" cookies. A persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by you before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Except for essential cookies, all cookies will expire after one year.

If you have any questions regarding this cookies policy please contact us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk).

## **BLINK Terms of Website Use**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **WHAT'S IN THESE TERMS?**

These terms tell you the rules for using our website

[www.blinkcats.co.uk](http://www.blinkcats.co.uk) (**our site**).

### **WHO WE ARE AND HOW TO CONTACT US**

We operate the site [www.blinkcats.co.uk](http://www.blinkcats.co.uk). Blink is owned by Butcher's Pet Care who are registered in England and Wales under company number 01716195 and have our registered office at Baker Group House, Dockham Way, Crick, Northamptonshire, NN6 7TZ. Our VAT number is GB336537643.

We are a limited company.

To contact us, please email our team at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) and they will respond to you as soon as possible.

### **BY USING OUR SITE YOU ACCEPT THESE TERMS**

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

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

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

### **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

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

Our Privacy Statement.

Our Cookies Policy

### **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### **WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

### **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

### **OUR SITE IS ONLY FOR USERS IN THE UK & CHANNEL ISLANDS**

Our site is directed to people residing in United Kingdom & Channel Islands. We do not represent that content available on or through our site is appropriate for use or available in other locations.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

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

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

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

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

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

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

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **DO NOT RELY ON INFORMATION ON THIS SITE**

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

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

### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **USER-GENERATED CONTENT IS NOT APPROVED BY US**

This website may include images, information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk). Our responsibility for loss or damage suffered by you

### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### **If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

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

use of, or inability to use, our site; or

use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

**If you are a consumer user:**

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

**HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Statement (see above).

**UPLOADING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload content to our site you must comply with the content standards set out below.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use material you upload*.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out below.

You are solely responsible for securing and backing up your content.

**PROHIBITED USES**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.

- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **CONTENT STANDARDS**

These content standards apply to any and all material and/or content which you contribute to our site (**contributions**).

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### **RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD**

When you upload or post content to our site, you grant us an irrevocable, non-exclusive licence to use the content for any purpose in connection with our business.

In the event that we intend to share your content with any third party or parties we will always seek your prior written to do so.

#### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

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

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

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **RULES ABOUT LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the Content Standards.

If you wish to link to or make any use of content on our site other than that set out above, please contact [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk).

## **BREACH OF THIS POLICY**

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach of the terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any Contribution uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/ or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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

### **OUR TRADE MARKS ARE REGISTERED**

Blink is a UK registered trademark belonging to Butcher's Pet Care Limited.

You are not permitted to use any of the trademarks without our approval, unless they are part of material you are using as permitted under [How you may use material on our site.](#)

### **SMS Policy**

By consenting to Blink's SMS marketing in the checkout and subscribing via our subscription, you agree to receive recurring text notifications (for your order), marketing information, and transactional texts, including requests for reviews from us.

If you wish to unsubscribe from receiving text marketing messages and notifications, reply with STOP to any mobile message sent from us or use the unsubscribe link we provided you within any of our messages. You understand and agree that alternative methods of opting out, such as using alternative words or requests, will not be considered a reasonable means of opting out. We do not charge for the service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.

For any questions, contact us at [help@blinkcats.co.uk](mailto:help@blinkcats.co.uk) for more information.

We have the right to modify any telephone number or short code we use to operate the service at any time. You will be notified on such occasions. You agree that any messages you send to a telephone number or short code we have changed, including any STOP requests, may not be received, and we will not be liable for honouring requests made in such messages.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

Your right to privacy is important to us. You can see our Privacy Policy detailed below to determine how we collect and use your personal information.

## **Modern Slavery and Human Trafficking Statement**

This statement is made by FW Baker Group Ltd and its UK subsidiaries ("FW Baker Group", incorporating Butcher's Pet Care Ltd and Blink), Dockham Way, Crick, Northamptonshire, NN6 7TZ pursuant to section 54 of the Modern Slavery Act 2015. This statement sets out the steps that the business has taken, and are continuing to take, to ensure that modern slavery and human trafficking is not occurring within our business and our supply chains.

We are committed to improving our practices to combat modern slavery and human trafficking.

As members of SEDEX we adhere to and apply their codes of practice which covers slavery and human trafficking.

## **Our Supply Chains**

Our supply chains include manufacturers of animal products, mainly based in the UK and Ireland, and other constituents from sources in Mainland Europe. A small amount of our products, in relation to turnover are sourced from South East Asia.

## **Policies**

We operate a strict recruitment policy to ensure that all employees are legally entitled to work in the UK and are committed to safeguarding our employees from exploitation and coercion whilst in our employment. These include:

- Equal Opportunity & Dignity at Work Policy
- Pre-employment checks
- Health & Safety policies and Procedures
- Grievance & Disciplinary procedures, and Bullying at work policies
- Anti-Slavery and Human Trafficking Policy
- Anti-Bribery & Corruption Policy
- Whistleblowing Policy

We work closely with our employment agencies to ensure that they are legally compliant and that they work to our employment standards.

## **Due diligence processes**

We operate a supplier approval and management process which aims to identify risks in the supply chain through extensive questionnaires, and to be prepared to be audited, so that their standards will stand up to inspection. We are aiming to ensure that all of our suppliers are SEDEX registered and that they have all recently completed supplier questionnaires and been risk assessed.

## **Training**

We have trained a cross-section of senior managers as part of the “Stronger Together” initiative, which is sponsored by all of the UK major retailers and the Gangmasters Licencing Authority (GLA), which requires suppliers to make sure that they have procedures in place to identify and eliminate modern Slavery and human trafficking. Refresher training will take place to reflect recent additions to the Act.

## **Plans for the future**

We are committed to reviewing and improving all of our systems and procedures relating to our supply chain and to include all indirect purchases and services, such as site security, vending, catering, contractors, etc. and to identify and address all risks in connection with Modern Slavery and Human Trafficking.

A risk assessment of the supply chain will take place to assess any areas of high risk so that any areas of concern can be addressed and potential risks eliminated.