

Legal Notice

Disclaimer

Bespoke Personality services are provided on the basis of 'good faith' and comprise 'psycho-education' in its broadest sense - they are not in any way related to clinical psychological or medical service. There is no expressed or implied counselling, mentoring, coaching, psychological or psychiatric diagnosis or treatment or therapy, or couple's therapy - or any other form of intervention that would be ordinarily be provided by a psychiatrist, clinical psychologist, counsellor or coach. You agree to this Disclaimer when commissioning our services.

You also agree that if you are currently receiving psychological (of any kind) or psychiatric treatment/services you have consulted with your practitioner to discuss the suitability of the services provided by Bespoke Personality and that they have agreed to you undergoing personality assessment.

Definition of Terms

'Client' is the person who undertakes the Bespoke Personality assessment.

'Sponsor' is the person who commissions and/or pays for Bespoke Personality service and who is not the Client in receipt of the service.

'Bespoke Personality' is a trading name of Philip Corr Limited (Company No. 11259189).

'Service Contract' is the agreement made by the Client or Sponsor to commission the services of Bespoke Personality and is subject to acceptance of all Terms and Conditions.

'Service Provider' or 'Service Providers' is one or more companies who provide IT and other services to Bespoke Personality, including website provision, eBook software, and survey IT platform.

'Party' refers to Bespoke Personality, the Client or the Sponsor.

'Third Party' refers to any party (person(s) or organisation) that is neither Bespoke Personality nor the Client or Sponsor.

'Psycho-education' is knowledge, skills, strategies and other resources of a general psychological educational nature, and expressly excludes specific diagnoses, treatments and intervention conventionally provided by specialists in clinical or counselling psychology, medicine (including psychiatry), mentoring, coaching, couples/marriage counselling, and similar. Bespoke Personality provides psycho-educational services only, as defined above.

Summary of Principles and Practices

Bespoke Personality ensures:

- Client data are kept secure and any personal information held will not be identifiable - an ID Code is used to link test scores, analysis and feedback, and this will be stored securely and separately.
- A Verification Name will be required for Bespoke Personality to respond to requests from any person holding the ID code.
- Clients can request anonymity and so, if preferred, do not need to provide their name or any other personally identifying information.
- Once the Feedback Report has been sent to the Client, their name will be deleted from electronic and written records, and only the ID Code and Verification Name will be retained for future reference.
- No Client information held by Bespoke Personality will ever be disclosed to a Third Party, unless required by legal process - save data automatically captured by our Service Providers.
- Adherence to the Laws of England and Wales.
- All data storage and handling are compliant with GDPR.

Bespoke Personality (BP) commits to respecting and protecting your privacy. BP is a trading name of Philip Corr Ltd (PCL; Company No. 11259189) and PCL is the GDPR controller and is responsible for your personal data.

If you have any questions about this privacy notice, including any requests to exercise your legal rights in relation to your personal data, please contact us: contact@bespokepersonality.com

Information We Collect and Keep On You

When you register for BP services we may ask for personal information such as your name, gender, age, email address, occupation, contact details and other information – but you will be offered and can request anonymity (i.e., no Client name). When you complete the personality questionnaire we retain the test scores. Your scores are identified by a unique ID code, which does not contain your name, but which can be linked to you if you have provided your name – this linkage information will be held securely by BP. A Verification Name will be needed to release information to any person holding the ID Code.

Our Service Providers may record your activity when visiting their site(s) and they may collect other technical data, including browser type, IP address, time zone setting and location. (See below for further information on our Service Suppliers.)

We do not collect any Special Categories of personal data about you (as defined under relevant European data protection laws) - 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 such information is disclosed during any Feedback Consultation, or by any other means, this will not be stored and nor will it be used for any purpose other than that intended by the Client (e.g., establishing clarification or context during Feedback Consultation).

How We Use Your Data and Information

Any use of your personal data and information is in accordance with the extant laws prevailing in England and Wales.

Your data may be processed in order:

1. To maintain the website making its content relevant to you;
2. To conduct website traffic analysis;
3. To detect and prevent fraud, to prevent abuse of our website, and to protect other users;
4. To participate in surveys and leaving comments and reviews.

Who Else Has Access To Your Data or Information?

Our Service Providers may collect information on you. You should consult their respective privacy policy and terms and conditions.

Our Third-Party Service Providers:

Godaddy: [GoDaddy UK Legal Agreements](#) | [Our TOS Agreement - GoDaddy UK](#)

Flipping Book: [Privacy Policy](#) | [FlippingBook](#)

Smart Survey: <https://www.smartsurvey.co.uk/privacy-policy> + <https://www.smartsurvey.co.uk/terms-of-use>

By commissioning Bespoke Personality services you are agreeing to these policies, terms and conditions.

Cookies and Automated Technologies

As you interact with BP, our Service Providers may automatically collect Technical Data about your equipment, browsing actions and patterns. Our Service Providers collect these personal data by using cookies and other similar technologies:

- Cookies are data files that are placed on your device or computer and often include an anonymous unique identifier which enable the website to recognise your device and collect some basic data regarding your usage of the site, as well as to store preferences.
- Log files track actions occurring on the site, and collect data which may include your IP address, browser type, internet service provider, referring/exit pages, and date/time stamps.
- Web beacons, tags, and pixels are electronic files used to record information about how you browse the Site.

Our Service Providers may provide analytical services, including Google Analytics, or other Third Party tracking solutions to gather and analyse data related to how visitors find, access and use their webpage.

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.

Security

All reasonable steps are taken to protect your personal information. Any personal information we store on you cannot be identified by a Third Party – only we hold the ID Code and Verification Name and we shall never disclose this to a Third Party or a Sponsor without your express consent and permission.

All downloadable documents, files or media made available on this website are provided to users at their own risk. While all precautions have been undertaken to ensure only genuine downloads are available, users are advised to verify their authenticity using anti-virus software or similar applications.

Data Retention

We retain your personal data only for as long as it is necessary; for example, for the purposes of legal, accounting, or reporting requirements. When it is no longer necessary to retain your personal data, it will be securely deleted – however, your raw test data will be retained and we reserve the right to use it for statistical analysis.

Once we have provided you with your Feedback Report we will retain your personal data for only six further months and then it will be destroyed. You will have the unique ID code if you ever wanted to request further information or an additional service. We will ask you for a Verification Name before we release any information to you or any person requesting it with your unique ID code – this Verification Name will be set once you commission BP's services.

We have no control over the retention of data by our Service Providers. You are advised to read their Privacy Notice for further information.

Know Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data, including:

- Request access to your personal data and to receive a copy of the personal data we hold on you
- To check we are lawfully processing your personal data
- Request correction of your personal data
- Request deletion of your personal data
- Object to processing of your personal data - you can object where we are relying on a legitimate interest (or those of a Third Party)
- Request restriction of processing your personal data.
- Request transfer of your personal data.

Bespoke Personality will never disclose your personal data to a Third Party, save for data already processed by our Service Providers (see above). Bespoke Personality will never use your personal information/data for Third Party marketing purposes – your data are used only for the purposes stated at the outset of the commissioned services, but this may include BP communicating with you about further services it believes you may find of value (e.g., upgrading your Package). If you wish to exercise any of the rights set out above, contact us at: contact@bespokepersonality.com. We will respond to any (legitimate) request within one month.

1. Terms and Conditions of Website Use

These Terms and Conditions outline the rules and regulations for the use of the Bespoke Personality Website (managed by our Service Provider: GoDaddy). It is explained how we use any personal data or information which we collect via the website. By accessing this website, you accept these Terms and Conditions in full. Do not continue to use our website if you do not accept all of the Terms and Conditions contained in this section.

- 1.1. The information, materials and logos on our site belong to Bespoke Personality, and/or our Service Providers. You can copy, download, distribute, transmit and adapt the content for your own purposes as long as you attribute Bespoke Personality or Service provider. But, you must obtain our/their express (written) prior consent to use the content for commercial purposes. You must not remove any copyright or trademark notices and must comply with any other restrictions on particular content.
- 1.2. Use of content is at your own risk. We make no representation or warranty about the content, including in relation to non-infringement of intellectual property rights.
- 1.3. We cannot guarantee that the website will always be available or free from errors or viruses. You are responsible for installing virus-checking software to protect your hardware. As far as legally possible, we and our Service Providers exclude all liability for any loss or damage suffered as a result of using or accessing our website, whether direct or indirect, and however arising, including any loss of data or damage caused by downloading content from our site.
- 1.4. These Terms and Conditions may be varied from time to time. If you use the website after any change has been made, you will be deemed to have accepted the change.
- 1.5. Additional terms may apply to certain areas of this site, such as payment processing.
- 1.6. These Terms are governed by English law and the courts of England and Wales will have jurisdiction over any dispute arising from them.

2. Terms and Conditions of Service

- 2.1. We retain ownership of any and all Intellectual Property (IP) Rights that may subsist in anything produced by Bespoke Personality and disseminated on its website or via any other media.
- 2.2. The Client and/or their Sponsor shall hold in trust and confidence all materials (e.g., Feedback Reports), and they are only to be used by Client and/or Sponsor and not shared with any Third Party or reused for any purpose whatsoever.
- 2.3. Each Party agrees to do its best and in good faith to keep confidential all Client information, data and the content of discussions shall be treated in absolute confidence.
- 2.4. No information shall be disclosed or allowed to be disclosed to a Third Party without written consent of the Client.
- 2.5. All services are provided by Bespoke Personality are in 'good faith'.
- 2.6. It will be in the sole discretion of Bespoke Personality whether the quality of service has been met.
- 2.7. All services are provided in a professional and expert fashion and the manner in which the service is provided will be decided by Bespoke Personality – this will always be designed and planned with the best interests of the Client in mind.
- 2.8. Where video conferencing or other similar forms of electronic communication (whether visual or auditory) are undertaken, Bespoke Personality reserves the right to limit the agreed consultation time for technical problems and breakdowns (e.g., on internet access); but, Bespoke Personality will within reason endeavour to fulfil its commitment to provide the full time paid by either the Client or Sponsor.
- 2.9. Bespoke Personality cannot be held responsible for a change in the Client's psychological/psychiatric state and status as an apparent result of personality assessment and feedback – and the Client or their Sponsor commissions the services of Bespoke Personality with this Condition expressly in mind and in full agreement with it.

3. Terms and Conditions of Payment

- 3.1 All rates are in pounds sterling (£) and exclusive of VAT. Invoices shall be issued in advance and shall be paid within 30 days from the date of invoice, unless otherwise agreed upon by both parties.
- 3.2 At least 50% of the full payment must be made before the personality assessment process begins and then full payment is made within 30 days of the date of transmission of the Feedback Report (whether by email or postal service).
- 3.3 The full fee is payable before any post Feedback Report Consultation (whether by video conferencing, or face-to-face meeting, or by any other means of consultation).
- 3.4 Any sums which remain unpaid following the expiry of the period set out in 3.1 & 3.2, here shall incur interest on a daily basis at 4% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums.
- 3.5 If the service is terminated by the Client at any time then fifty percent of any monies will be refunded upon cancellation between the payment and the start of the service.
- 3.6 The fee for any service commissioned, commenced and, therefore, deemed to be completed will be retained in full.

4. Terms and Conditions of Interruption, Termination and Cancellation of Service

- 4.1. All services will be provided within 6 months of their commission, as shown by the date of payment of the fee (whether part or in full) - extension of this time limit will be at the sole discretion of Bespoke Personality.
- 4.2. The Client will be assigned a senior psychologist to undertake the assessment, statistical analysis, preparation of Feedback Report, and Consultation, and Bespoke Personality reserves the right to decide on this person(s), even after the Client has been informed that they would be serviced by a specifically named person - it is expected that this reserved right would be exercised only in unavoidable circumstances (e.g., illness).
- 4.3. No Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of the Party - such causes include, but are not restricted to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 4.4. In the event that a Party cannot perform their obligations as a result of force majeure for a continuous period then the other Party may at its discretion terminate the service contract by written notice.
- 4.5. In the event of a termination of service, the parties shall agree upon a fair and reasonable payment for all services provided up to the date of termination - this sum shall not exceed 50 percent of monies already paid to Bespoke Personality.
- 4.6. In the event that the Client unilaterally terminates the service contract, Bespoke Personality retains the right to retain all monies paid to it - Bespoke Personality may also reasonably request further monies to be paid to cover any services already completed but not yet paid for.
- 4.7. Bespoke Personality retains the right to cancel the service contract with the Client and to retain all monies already paid for services completed, as determined exclusively by Bespoke Personality; and to remit to the Client fifty percent of all monies paid to Bespoke Personality for services that have not yet been commenced - once a service has been commenced it will be deemed to have been completed.

I confirm: I have read, understood and agree with all of the above Terms and Conditions, and I evidence my consent to be bound by them by my completion of any of the Bespoke Personality questionnaires.

I confirm: (a) I am not currently receiving psychological (of any kind) or psychiatric treatment/services; or (b) if I am currently receiving psychological (of any kind) or psychiatric treatment/services then I have consulted with my practitioner to discuss the suitability of the services provided by Bespoke Personality and they have expressly agreed to their suitability.

I understand and agree that Bespoke Personality can in no way be held responsible for any change in my psychological/psychiatric state and status following assessment and feedback and I commission the services of Bespoke Personality in full recognition and consent of this condition of service.