

Cookie Policy

To make this site work properly, we sometimes place small data files called cookies on your device. Most big websites do this too.

What are cookies?

A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don't have to keep re-entering them whenever you come back to the site or browse from one page to another.

How do we use cookies?

A number of our pages use cookies to remember: your display preferences, such as contrast colour settings or font size if you have already replied to a survey pop-up that asks you if the content was helpful or not (so you won't be asked again) if you have agreed (or not) to our use of cookies on this site.

Also, some videos embedded in our pages use a cookie to anonymously gather statistics on how you got there and what videos you visited.

Enabling these cookies is not strictly necessary for the website to work but it will provide you with a better browsing experience. You can delete or block these cookies, but if you do that some features of this site may not work as intended.

The cookie-related information is not used to identify you personally and the pattern data is fully under our control. These cookies are not used for any purpose other than those described here. How to control cookies

You can control and/or delete cookies as you wish – for details, see aboutcookies.org. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

Privacy Policy

This Privacy Policy applies to <http://www.dwenergy.co.uk> (the "Website") which are operated respectively by DW Renewable Energy Limited. Whose registered office is 6 Windmill Parade, 173 Old Shoreham Road, Southwick, West Sussex, BN42 4QB, ENGLAND and whose company registration number is 07606986. It explains what data we will collect from you when you access the Website and how we may use that data. We are committed to protecting your privacy. Parts of the Website can be viewed without giving us any data about yourself. However, for certain areas of the Website and for certain functions, you may be required to enter or we may collect personal data.

1. Your data

Collecting your data We may ask you to provide us with data that personally identifies you or allows us to contact you. The data we usually collect may include your name, email address, residential address, and phone number. **Using and sharing your data** We will only use your data to provide our services to you. We will only share your data with 3rd parties where it is necessary for the provision of our services to you and where we are lawfully obligated to do so (for example to relevant public authorities). **Accessing and controlling your data** If you would like to access the personal data we hold for you, or if you need to update the information we hold, please write to us at our registered office, email us info@dwgroupuk.com

2. Monitoring and Improving the Website

To enable us to monitor and improve the Website, we may gather certain data about you when you use the Website, including details of your operating system, browser version and type, browser language and Internet Service Provider. We will always be able to identify your IP address. This is a unique number assigned to every computer on the Internet. Your IP address will tell us your geographic location and your domain.

3. Cookies

We will use cookies, where necessary, only to store data such as your user ID and your session identifiers to enable us to identify whether you are registered on to the Website and, if so, to short cut your access to the Website. We will only read cookies from your cookie file if they have been placed there through your web browser's interaction with the Website.

4. Links to Other Websites

The Website may provide links to third party sites. We cannot guarantee that such third party sites will protect your personal data and we are not responsible for their data policies or procedures or their content.

5. Other important privacy information

Where you have signed up to our newsletter, or given explicit consent, we may use your personal data to contact you for marketing purposes. You can unsubscribe from this at any time.

6. Queries

If you have any questions about this Privacy Policy, please contact us by email at info@dwgroupuk.com

7. Complaints

If you are concerned about your data, or would like to make a complaint about the way we hold or handle your data, please refer to our GDPR Complaints Policy

Terms and conditions of use

Introduction

These terms and conditions apply between you, the User of this Website (including any sub- domains, unless expressly excluded by their own terms and conditions), and DW Renewable Energy Limited, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website Immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by DW Renewable Energy Limited, and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to DW Renewable Energy Limited, and accessing the Website in connection with the provision of such services. You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age. Intellectual property and acceptable use:

All Content included on the Website, unless uploaded by Users, is the property of DW Renewable Energy Limited, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

You may, for your own personal, non-commercial use only, do the following:

- Retrieve, display and view the Content on a computer screen
- You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of DW Renewable Energy Limited.

Prohibited use

- You may not use the Website for any of the following purposes:
 - In any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - Making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.
 - In any way which directly copies, amends or edits the original content

Registration

- You must ensure that the details provided by you on registration or at any time are correct and complete.
- You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
- We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
- You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website.
- Cancellation or suspension of your registration does not affect any statutory rights.

Privacy Policy and Cookies Policy

Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference.

Availability of the Website and disclaimers

- Any online facilities, tools, services or information that DW Renewable Energy Limited makes available through the Website (the Service) is provided "as is" and on an "as available basis". We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. DW Renewable Energy Limited is under no obligation to update information on the Website.
- Whilst DW Renewable Energy Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- DW Renewable Energy Limited accepts no liability for any disruption or non-availability of the Website.
- DW Renewable Energy Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

- Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- To the maximum extent permitted by law, DW Renewable Energy Limited accepts no liability for any of the following:
 - Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - Loss or corruption of any data, database or software;
 - Any special, indirect or consequential loss or damage.

General

- You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part- provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England Wales.

DW Renewable Energy Limited details

DW Renewable Energy Limited is a company incorporated in England and Wales with registered number 07606986 whose registered address is

6 Windmill Parade, 173 Old Shoreham Road, Southwick,
West Sussex, BN42 4QB ENGLAND

It operates the Website <http://www.dwenergy.co.uk> The registered VAT number is 118693882. You can contact DW Renewable Energy Limited by email on info@dwgroupuk.com

GDPR complaints Policy

Policy Statement

A thorough and transparent complaints procedure is considered necessary to enable the Firm to consider what happened and how to rectify errors in relation to breaches of GDPR, the Data Protection Act and the Privacy and Electronic Communications Regulations. This Policy follows the DW Renewable Energy Limited Data Protection Policy. This GDPR Complaints Policy ensures that all complaints are treated with due consideration, fairness and equitability.

General Data Protection Regulations (GDPR) Complaints

If anyone wishes to complain to DW Renewable Energy Limited about how their personal information has been processed, their GDPR complaint has been handled, or appeal against any decision made following a complaint, they can submit their complaint in writing. This should be addressed directly to James Botley at info@dwgroupuk.com.

Complaints receipt

Complaints regarding how personal data has been processed should be submitted to DW Renewable Energy Limited's DPO. Receipt will be acknowledged within 7 working days. The DPO will review and respond in writing to a complaint within 14 working days of receipt of the complaint. If a longer time is required DW Renewable Energy Limited will notify the Complainant of the delay and will provide an estimate of when DW Renewable Energy Limited will provide a substantive response. If a Complainant is dissatisfied with the way in which their complaint has been handled then they can forward their complaint to:

Information Commissioner's Office, Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF UK.

Procedure

DW Renewable Energy Limited's Complaints Procedure has three stages of handling and escalation:

- **Stage 1 - Informal Complaints** – delegation by the DPO to a suitable person knowledgeable about the circumstances for their investigation, discussion and resolution with the Complainant.
- **Stage 2 - Formal Complaints** – investigation, discussion and resolution with the Complainant by the DPO himself who is assigned to the role of dealing with Data Protection complaints.
- **Stage 3 - Final Escalation to the Directors** – consideration of the complaint and the prior investigation and efforts to resolve by the directors of DW Renewable Energy Limited.

All complaints should go fully through Stages 1 or 2 before/if they proceed any further to Stage 3. The DPO can elect to decide, on behalf of DW Renewable Energy Limited, that a complaint is vexatious or of no merit to justify Stage 3 and can refuse any Complainant's request for a Stage 3 review. Such a decision is to be undertaken in the knowledge that the Complainant's next step would be to the ICO or legal action which are factors that shall be taken into account in such decision.

Any Stage 2 Formal Complaint that is reasonably established to have been a reportable breach of GDPR shall be reported to the ICO as soon as reasonably possible after it has been established, and within 72 hours.

1. Stage 1 - Informal Complaint

- The Complainant makes a verbal complaint to a DW Renewable Energy Limited employee or Representative who then logs and reports it immediately to the DPO who decides whether it is a Stage 1 or Stage 2 process that is best required in all the circumstances.
- The appointed DW Renewable Energy Limited employee hears the complaint, undertakes any required investigation into the circumstances of the allegation, agrees resolution with the Complainant and implements solution. The Complainant confirms in writing that they are satisfied with the resolution.
- **Time frame:** Immediate to within 5 working days.
- **Method:** Verbal initially; reference to DPO and his response to be in writing.

2. Stage 2 - Formal Complaint

- The complaint is received either verbally, in writing by email, phone, website or by personal submission.
- The complaint is logged and reported to the DPO to deal with and action. Receipt of the complaint is acknowledged within one working day. Investigation of the complaint by the DPO will then proceed.

- As above, if it is reasonably established that a Data Protection breach of the use or application of personal data has occurred which is reportable to the ICO, then DW Renewable Energy Limited shall as soon as reasonably possible, formally notify the ICO.
- The Complainant will receive a response from DW Renewable Energy Limited authorised by the DPO within 10 working days. If applicable, the results of the investigation into the matter shall be shared with the ICO and the DPO shall liaise with the ICO if and as required.
- The Complainant has 10 working days after the response has been issued in which to respond further; in the absence of which it will afterwards be assumed the complaint is resolved.
- **Time frame:** Between one working day and, at the latest, 21 working days after submission of complaint.
- **Method:** Email, verbal or written complaint submission; written response.

3. Stage 3 - Escalation to the Directors

This applies where the Complainant confirms:

- a) that they are not content with the proposed course of action, explanation or resolution, and
- b) the DPO does not consider the case to be vexatious or of no merit such as a Stage 3 is justified for purposes of transparency; or
- c) the ICO considers that there has been a breach.
- Receipt of the escalated complaint is acknowledged within one working day. The DPO fully briefs the Director hearing the complaint concerning its history and the details and conclusions of any prior Stage 1 or Stage 2 investigations. Within 5 working days, the Complainant is advised of when the relevant Director of DW Renewable Energy Limited will be considering the complaint which will be no more than 2 working weeks from the date of the acknowledgement of the escalated complaint. The Complainant will be invited to make a final written submission to the said Director. If the Complainant is asked to attend a meeting in person, the Complainant may be accompanied by an independent person for the purposes of support. The Director concerned will proceed with review of the substance of the case and its handling. The Complainant will receive a response from the Director or, as he may delegate such task, the DPO within 10 working days after the Director's consideration of the complaint. The Director's decision is final, subject to any ruling or information relating thereto from the ICO.
- **Time frame:** Between one working day and, at the latest, 28 working days after submission of complaint.
- **Method:** Written response from a Director or on his behalf by the DPO.

Anonymous Complaints

Complaints submitted anonymously will be considered if there is enough information in the complaint to enable DW Renewable Energy Limited to make further enquiries. If, however, an anonymous complaint does not provide enough information to enable DW Renewable Energy Limited to take further action it may decide not to pursue it further. However, DW Renewable Energy Limited may give consideration to the issues raised, and will record the complaint so that corrective action can be taken as appropriate.

Any decision not to pursue an anonymous complaint must be authorised by the DPO who is responsible for dealing with Data Protection breaches. If an anonymous complaint contains serious allegations, it should be referred to the Board of Directors.

Data Protection Complaint Inventory

DW Renewable Energy Limited shall keep a written log of complaints received and actions taken and decisions reached in a Data Protection Complaint Inventory. This shall consist of an adequate record to be retained of a case, any reporting to the ICO, action taken by DW Renewable Energy Limited and action/conclusion required by the ICO (if any).

Abusive, Persistent or Vexatious Correspondence and Complaints

It is important to note that for this GDPR Complaints Policy purpose, it is the complaint which must be vexatious and not the individual making the complaint. It is important to distinguish between people who make a number of complaints because they really think things have gone wrong, and people who are simply being difficult. It must be recognised that Complainants may sometimes act out of character at times of anxiety or distress and reasonable allowances should be made for this.

Features of the types of complaint and behaviour that this GDPR Complaints Policy covers can include the following (the list is not exhaustive, nor does one single feature on its own necessarily imply that the person will be considered as being in this category):

Persisting in a complaint after being advised that there are insufficient or no grounds for their complaint or that DW Renewable Energy Limited is not the appropriate authority. Refusing to cooperate with the complaints process, without good reason, whilst still wanting their complaint to be resolved, including a failure or refusal to specify the grounds of a complaint despite offers of assistance, changing the basis of the complaint as inquiries are made and introducing trivial or irrelevant new information and expecting this to be taken into account and commented on.

Submitting repeat complaints, after the complaints procedure has been completed essentially about the same issues, with additions/variations which the Complainant then insists on being treated as new complaints and put through the full GDPR Complaints Policy procedure again. Refusing to accept the outcome of the GDPR Complaints Policy procedure after its conclusion, repeatedly arguing the point, complaining about the outcome, and/or denying that an adequate response has been given.

Imposing Restrictions

DW Renewable Energy Limited will ensure that correspondence and/or complaints are being, or have been, investigated properly according to the appropriate procedure and are notified to the ICO if applicable and required.

If a decision has been taken to record the complaint formally, DW Renewable Energy Limited then has to decide on the next steps. This is the point at which it may consider whether a complaint is vexatious, persistent, repetitive or otherwise an abuse of process. When the decision has been taken to apply this GDPR Complaints Policy, the individual will be written to with reasons for the decision and what action is being taken, subject to any requirements of the ICO. That decision may be amended if the individual Complainant continues to behave in a way which is unacceptable.

Where a Complainant's behaviour is so extreme or it threatens the immediate safety and welfare of staff, DW Renewable Energy Limited may consider other options, for example reporting the matter to the police or taking legal action.

Document Owner and Approval

The DPO is the owner of this document and is responsible for ensuring that this GDPR Complaints Policy is reviewed from time to time.

A current version of this GDPR Complaints Policy is available to all members of staff.

This GDPR Complaints Policy was approved by the Board of Directors of DW Renewable Energy Limited on 11 May 2022