

## **PRIVACY NOTICE**

### **Harrogate Denture Clinic (HDC)**

Harrogate Denture Clinic including the term “HDC” is the trading name of JB Dentures Limited – company number 11497873.

This privacy notice explains how and why HDC collects personal data. It also explains how we will keep it safe and confidential.

HDC is committed to ensuring that your privacy is protected. Should we ask you for your personal data (e.g., name or contact information), then you can be assured that it will only be used in accordance with this privacy statement. Any information which is confidential in nature will be kept as so, as per the secure and retention methods outlined in this policy.

Our business activities mean we may collect personal and non-personal data about our patients, suppliers and contractors which help us respond to queries, provide services, secure specialist services to meet the needs of our patients and customers. We may keep this data in written form and/or in digital form.

HDC will undertake an annual review of this policy and make any changes necessary. It will also make changes to this policy as required. HDC can provide a copy of this policy upon request and at the point of contact with a patient/customer, supplier or contractor where personal data is processed. This policy is effective from November 2023.

Last updated – December 2024

We collect and hold data for the purposes:

- of providing denture and gumshield services directly to our patients in an independent laboratory – 48 Otley Road, Harrogate, HG2 0DP.
- manufacturing and providing dentures and other dental appliances to dental care professionals
- procurement of dental appliances from suppliers to enable us to carry out our business and,
- sell and deliver denture and other dental related products to consumer base

## Section 1 - Personal Data:-

### Patients/Customers:

- We collect contact data for our patients/customers, such as name, address, email and telephone number so that we can contact you in line with providing you with our services. These will range from providing treatment and products, answering queries, advertising and subscription to mailing lists. We will hold this data confidentiality sharing only with those necessary to provide you with our services, such as dental practices and other laboratories, for referral to treatment and where elements of some types of dentures are created (e.g., chrome framework). This data for providing treatment and answering queries is collected for contract purposes and in some cases, legitimate purposes in providing our services.
- We use a third party, [Calendly](#) to support our online appointment booking system. Through this, name and contact information is collected for the purposes of booking an appointment with us. We recommend you review Calendly's [privacy policy](#) for further information on how they use your information. If it is helpful, Calendly confirms in this policy they do not use the email addresses (unless previously used to register an account as a User of Calendly) entered to schedule a meeting to send any type of direct marketing.
- With consent, we will collect photographs or videos, from our patients/customers for training, education, developing, marketing or promotional purposes. We will hold this information securely and wherever possible aim to maintain anonymous media materials.
- We will also collect relevant health data to provide patients/customers with our services. Such data will be the impression, where needed picture of the mouth and/or intra-oral scan. Information on any health conditions, medication, GP details, Dentist details, emergency contact, lifestyle habits and Dentist referral form (where required – e.g., for those with natural teeth). Other data will be name, age, date of birth, contact information (address, telephone number and email) and gender. This data will be held confidentiality and shared only as and when required with those relevant for your treatment (for example, your Dentist or our suppliers; and only the minimum amount necessary will be shared). We hold this data for our purposes in providing you with our services by virtue of you entering into a contract of services with us. Further, as health data is considered a special category under data protection legislation, legally we hold this for the purposes of providing medical and health treatment.

- We collect patient/customer banking data to collect payment from you for providing you with our services. This data is collected either through treatment to you or for products bought through our website, or our premises. This data will be held confidentiality and shared only with banking authorities for the purposes of completing payment for services. Where necessary, we will share this with other authorities such as when required to do so by law. This data is held for the purposes of contractual obligations between HDC and the patient/customer.

We will not share your personal data with other third parties without your permission to do so, unless required to by law.

### **Section 1.1. – Retention of Personal Data**

Personal data is held in line with relevant data protection legislation which includes not holding this data for longer than necessary. As such, the below outlines how long we will hold this data for before confidentially destroying it -

- Queries
  - Data relating to any query will be kept for six months after we have responded as fully as possible. We may keep queries which relate to those who go on to have treatment or are having treatment in line with data kept for treatment (see below). Such data will be name, contact information (address, telephone number and email) and any other information provided in the course of the individual submitting the enquiry and our response.
- Advertising: Photography/Videos
  - Data relating to the identity of a patient/customer through a photo or video will be retained for the duration of HDC. Where consent is removed by the data subject, we will remove the data from the platforms we control. However, we are unable to guarantee its re-use from those platforms, as outlined in our consent form.
  - It should be noted, wherever possible, we aim to use anonymous details and where this is the case, consent and confidentiality no longer applies.
- Mailing lists
  - Data relating to individuals who sign up to our mailing lists are name and email address. We will hold mailing lists for the duration of HDC. Each month we will aim to cleanse the data – removing data whereby we have received failed delivery notifications, for example. We will also operate an automatic unsubscribe function within the contact to manage preferences. Alternatively, an individual can contact us directly to ask they are removed and will remove their data. If you wish to be removed from the mailing lists, please contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk).

- Health data (complete treatment)
  - Data relating to treatment (e.g., denture repair or creation) will be kept for ten years after we have provided a complete service to a patient/customer. The data retained will be the minimum necessary; is required as a health service provider and for our own internal record keeping. As such, data will usually take the form of the impression, where needed picture of the mouth and/or intra-oral scan. Information on any health conditions, medication, GP details, Dentist details, emergency contact, lifestyle habits and Dentist referral form (where required – e.g., for those with natural teeth). Other data will be name, age, data of birth, contact information (address, telephone number and email) and gender.
  
- Health data (incomplete treatment)
  - Data relating to treatment (e.g., denture repair or creation) which has not been completed for any reason will be kept for one year. The data retained will be the minimum necessary as such, data will usually take the form of the impression, where needed picture of the mouth and/or intra-oral scan. Information on any health conditions, medication, GP details, Dentist details, emergency contact, lifestyle habits and Dentist referral form (where required – e.g., for those with natural teeth). Other data will be name, age, data of birth, contact information (address, telephone number and email) and gender.
  
- Banking
  - Data relating to customer/patient banking such as card details (name, card number, issue data, expiry and security number) will be retained until full payment has been secured. After which, we will confidentially destroy this financial information. We will retain for business purposes, e.g., invoicing and tax purposes, data relating to the customer (e.g., name and contact information) and summary of treatment cost for a period of ten years.

## **Section 2 - Data Subjects Rights**

- Any personal data we hold as a result of contact with our services as outlined above provides the data subject with rights under data protection legislation. For example, a right of access to obtain a copy of your personal data held by HDC. If you would like to exercise any of your rights under the data protection legislation, please contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk).
  - If you are unhappy with any handling of your personal data by HDC we are grateful for the opportunity to try and resolve these. In these instances, please contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk). However, where this is not possible you can contact the UK data protection regulator, the Information Commissioner's Officer (ICO) for support. Their contact details are -
    - Website: contact us - <https://ico.org.uk/global/contact-us/>
    - By post: Customer Contact Information, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## **Section 3 – Security**

- We are committed to ensuring that your data is kept secure. To prevent unauthorised access or disclosure, appropriate safeguards are in place to secure the data we collect.

## **Section 4 – Suppliers**

- Non-personal data relating to suppliers and contractors such as their business name, contact information and any banking information will be shared within the team. This data will be held and shared, where necessary, for the purposes of providing our services or obtaining services from these suppliers and contractors.

## **Section 5 – Website / social media**

- For our website privacy policy please see Appendix A
- For our social media privacy policy please see Appendix B

## **Section 6 – Contacting us**

- If you have any questions, concerns or feedback with regards to this policy please do not hesitate to contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk).

## **Appendix A**

### **Privacy Notice - Harrogate Denture Clinic (HDC) website hosted by Wix.com Ltd**

This privacy notice explains how and why HDC collects data (e.g., information) through its website about patients, suppliers and contractors, how we keep it safe and confidential and how that data may be used.

Harrogate Denture Clinic including the term “HDC” is the trading name of JB Dentures Limited – company number 11497873.

The website for HDC is provided by “Wix.com Ltd”. Wix.com Ltd has their own Privacy Policy which can be found [here](#). Section 6 and further 8, 12 and 13 are most prudent to those who use our website and are considered the “User’s-of-users” as per the Wix.com Ltd privacy policy.

HDC is committed to ensuring that your privacy and confidentiality is protected. Should we ask you to provide certain information by which you can be identified (e.g., personal data) when using this website, then you can be assured that it will only be used in accordance with our privacy notice.

Our business activities mean we may collect personal and non-personal data about our patients, suppliers and contractors which help us respond to queries, provide services, secure specialist services or meet the needs of our patients and customers. We may keep this data in written form and/or in digital form.

HDC may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from November 2023.

Last updated – December 2024.

We collect and hold data through this website for the following purposes:

- of providing denture and gumshield services directly to our patients in an independent laboratory – 48 Otley Road, Harrogate, HG2 0DP.
- manufacturing and providing dentures and other dental appliances to dental care professionals
- procurement of dental appliances from suppliers to enable us to carry out our business and,
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- We use a third party, [Calendly](#) to support our online appointment booking system. Through this, name and contact information is collected for the purposes of booking an appointment with us. We recommend you review Calendly's [privacy policy](#) for further information on how they use your information. If it is helpful, Calendly confirms in this policy they do not use the email addresses (unless previously used to register an account as a User of Calendly) entered to schedule a meeting to send any type of direct marketing.
- With consent, we will collect photographs or videos, from our patients/customers for training, education, developing, marketing or promotional purposes. We will hold this information securely and wherever possible aim to maintain anonymous media materials.
- We will also collect relevant health data to provide patients/customers with our services. Such data will be the impression, where needed picture of the mouth and/or intra-oral scan. Information on any health conditions, medication, GP details, Dentist details, emergency contact, lifestyle habits and Dentist referral form (where required – e.g., for those with natural teeth). Other data will be name, age, date of birth, contact information (address, telephone number and email) and gender. This data will be held confidentiality and shared only as and when required with those relevant for your treatment (for example, your Dentist or our suppliers; and only the minimum amount necessary will be shared). We hold this data for our purposes in providing you with our services by virtue of you entering into a contract of services with us. Further, as health data is considered a special category under data protection legislation, legally we hold this for the purposes of providing medical and health treatment.

- We collect patient/customer banking data to collect payment from you for providing you with our services. This data is collected either through treatment to you or for products bought through our website, or our premises. This data will be held confidentiality and shared only with banking authorities for the purposes of completing payment for services. Where necessary, we will share this with other authorities such as when required to do so by law. This data is held for the purposes of contractual obligations between HDC and the patient/customer.

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- Advertising: Photography/Videos
  - Data relating to the identity of a patient/customer through a photo or video will be retained for the duration of HDC. Where consent is removed by the data subject, we will remove the data from the platforms we control. However, we are unable to guarantee its re-use from those platforms, as outlined in our consent form.
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  - Data relating to individuals who sign up to our mailing lists are name and email address. We will hold mailing lists for the duration of HDC. Each month we will aim to cleanse the data – removing data whereby we have received failed delivery notifications, for example. We will also operate an automatic unsubscribe function within the contact to manage preferences. Alternatively, an individual can contact us directly to ask they are removed and will remove their data. If you wish to be removed from the mailing lists, please contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk).



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## **Section 2 - Data Subjects Rights**

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  - If you are unhappy with any handling of your personal data by HDC we are grateful for the opportunity to try and resolve these. In these instances, please contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk). However, where this is not possible you can contact the UK data protection regulator, the Information Commissioner's Officer (ICO) for support. Their contact details are -
    - Website: contact us - <https://ico.org.uk/global/contact-us/>
    - By post: Customer Contact Information, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## **Section 3 – Security**

- We are committed to ensuring that your data is kept secure. To prevent unauthorised access or disclosure, appropriate safeguards are in place to secure the data we collect.

## **Section 4 – Suppliers**

- Non-personal data relating to suppliers and contractors such as their business name, contact information and any banking information will be shared within the team. This data will be held and shared, where necessary, for the purposes of providing our services or obtaining services from these suppliers and contractors.

## **Section 5 – Website / social media**

- For our social media privacy policy please see Appendix B

## **Section 6 - How we use cookies**

- A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

- Cookies are used to identify which pages are being used on our website. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes.
- A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.
- You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Section 7 - Links to other websites**

- Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. We cannot be responsible for the protection and privacy of any information which you provide whilst visiting other sites and these are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.
- We use the services of “Wix.com Ltd” to provide our website platform. Wix has their own Privacy Policy which can be found [here](#). Section 6 and further 8, 12 and 13 are most prudent to those who use our website and are considered the “User’s-of-users” as per the Wix.com Ltd privacy policy.

### **Section 8 – Contacting us**

- If you have any questions, concerns or feedback with regards to this policy please do not hesitate to contact us on [info@harrogatedentureclinic.co.uk](mailto:info@harrogatedentureclinic.co.uk).

## **Appendix B**

### **Social media privacy policy**

Harrogate Denture Clinic including the term “HDC” is the trading name of JB Dentures Limited – company number 11497873.

HDC is committed to protecting you and any information that we collect about you. This part of our privacy policy explains what information may be collected and how it will be used when you access any of our social media channels, and should be read in conjunction with our social media terms of use.

HDC has an active presence on a number of external social channels including Facebook, Twitter, YouTube, Instagram and LinkedIn (“our social media channels”). Our social media terms of use (terms) are intended to help ensure that we can engage with our customers and other users of our social media channels in a respectful environment.

By using our social media channels and providing us with or posting personal information to our social media channels you are agreeing that you accept these terms (see Appendix B.1). If you disagree with any of these terms you should not access our social media channels.

### **Cookies**

When you access our social media channels, we will use cookies. Cookies are files containing small amounts of information which are downloaded to the device you use when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies perform lots of different and useful jobs, such as remembering your preferences and generally improving your online experience.

The external social media platforms may also be using cookies which will be subject to their own terms and conditions. And we suggest you check their terms and conditions or contact them for more information, as required.

### **Information that we collect and how it will be used**

When you use any of our social media channels we may record and retain information (anonymous or otherwise) about you. This may include your use of our sites and the frequency of your visits. The individual social media channels may also be permitted to share certain information with us in accordance with your personalised privacy settings on those channels. We recommend you review their cookie policy to understand their use further.

Any information you provide through our social media channels may be shared with any third parties who are acting on our behalf to enhance your user experience of our social media channels, provide you with customer assistance and/or provide you with information about our products and services. We are always striving to understand our customers better, so we may also record comments and opinions that you make publicly on our social media channels.

If we transfer your information outside of the European Economic Area (EEA), we will require that it is protected to UK standards.

#### Changes to our social media privacy policy

We keep our privacy policy under regular review and will reflect any updates within this policy. We suggest you periodically review this notice for any changes that may affect you. This policy was last updated in December 2024.

## **Appendix B.1**

### **Social media terms of use**

1. HDC has an active presence on a number of external social channels including Facebook, Twitter, YouTube, Instagram and LinkedIn (“our social media channels”). Our social media terms of use (terms) are intended to help ensure that we are able to engage with our customers and other users of our social media channels in a respectful environment.
2. Please read these terms carefully before you engage with our social media channels, as your use of the social media channels (including those which are accessible on Facebook, Twitter, LinkedIn, YouTube and Instagram) indicates that you accept these terms and agree to comply with them. If you disagree with any of these terms you should not engage with our social media channels.
3. By providing us with or posting personal data to our social media channels you are agreeing that we may use the information as set out in our social media privacy policy (Appendix B).
4. If there are any additional or varied terms and conditions for a particular application or promotion through our social media channels, we will provide you with the new or additional terms and conditions at that time.
5. Because social media and our use of it, is always evolving, we may amend these terms at any time. You should frequently check this webpage to review the current terms because they are binding on you. These terms were last updated in December 2024.

### **External social channels**

6. While HDC has official profiles on external social media channels this does not mean that we endorse those channels or the companies that own them, or that we are responsible for their products or services.
7. If you access external social media channels, you do so at your own risk and HDC is not responsible for any losses or other damage you suffer as a result of its use.
8. The social media channels we use have their own terms and conditions and you need to comply with those terms as well as ours.

## **Protecting your privacy**

9. Any personal data which you do provide us with is covered under our social media privacy policy (Appendix B).
10. We want you to be safe when using the internet and mobile applications, so please don't include any logon, financial or other personal details when posting content on our social media channels. We will only ever ask for your contact details in a private message if we need to assist you with our products or services.
11. Please be aware that:
  - a. our social media channels are public and any contribution you make will be available for anyone to see; and
  - b. messages sent over the Internet or via mobile applications may not be completely secure as they are subject to possible interception or loss or possible alteration. This is not within our control and so we are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to us or any message sent by us to you over the Internet or through a mobile application.
12. For more details on how to keep safe online please visit [www.getsafeonline.org](http://www.getsafeonline.org).

## **Your use of our social media channels**

13. You may not use our social media channels for illegal purposes or otherwise misuse our social media channels (including, without limitation, by hacking or impersonating us, or in any way not permitted by these terms).
14. Our social media channels have been created to allow you to communicate with us and about us. You may share and comment on content that we post to our social media channels, provided that you do not amend it and that you cite us as the source.
15. Unless otherwise stated, all trademarks, company names, logos and images used on our social media channels and copyright in the content of our posts (except where other contributors are acknowledged) are the intellectual property of HDC. You must not copy these or misuse them in any way, or use these for commercial purposes without our consent or an appropriate licence.

16. however, assume that any material you post to our social media channels is not confidential and you retain all of your ownership rights in your content, however in contacting us through our social media channels grants us a worldwide, non-exclusive, royalty free licence to freely use, copy, edit, alter, reproduce, publish, display and/or distribute such material for any and all commercial and non-commercial purposes in any media or through any distribution method.
17. When you submit materials to our social media channels, you confirm that you are entitled to submit the content and that the content is accurate, not confidential, and not in violation of any contractual restrictions or other third-party rights.
18. When posting content please be polite, respectful, relevant, accurate where stating facts and civil to others, even if your views differ. Your content must be your original work and comply with the law of England and Wales and any country from which it is posted.
19. You agree not to post or transmit any material:
  - a. that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, distress or inconvenience; or
  - b. for which you have not obtained all necessary licences and/or approvals; or
  - c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
  - d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
20. You agree to compensate us fully if we suffer loss and damage as a result of your failure to abide by these terms.
21. The language of our social media channels is English, and contributions should be made in English. We are unable to respond to content in other languages. This may mean in some instances that we need to remove material if we cannot be certain of its content.



## **Management of our channels**

22. We reserve the right to contact you where we have received complaints about your content, and we may ask you to remove certain content where such content does not comply with these terms or the law. We also reserve the right to moderate any content posted to our social media channels. Where we moderate content before it is posted to our social media channels, we may, at our discretion, refrain from publishing certain material transmitted or posted by you. Similarly, where we moderate content after it is posted to our social media channels, we may choose to remove material transmitted or posted by you. For example, if we consider the material transmitted by you to be inappropriate for any reason, we may choose to refrain from posting this or delete this from the relevant social media channels(s) (although we shall not be required to do so). We shall be under no obligation to notify you of such decision. Further, we reserve the right to suspend or terminate your access to all or any of our social media channels in the event that you fail to comply with these terms. Please note, however, that sometimes it may not be possible to moderate our social media channels and our social media channels may potentially be abused by third parties and therefore we cannot promise that no unsuitable third-party content will appear on our social media channels.

23. Our social media channels are used to keep in touch with you and they are managed by HDC. We regularly update and monitor our social media channels; however we may not always be able to read all messages or reply individually to messages received via these channels.

## **Links to third party websites or pages**

24. Links to third party websites or pages on our social media channels are provided solely for your convenience or as part of the nature of how external social networks operate. We do not control them and are not responsible for such websites or their content or availability. We do not endorse or make any promises about them, or any material on these websites or pages nor any results that may be obtained from using them. Any access of third party content you choose to make is entirely at your own risk.

25. Links to downloadable software sites that may be available on social media platforms or third-party websites that are linked on our social media channels are not provided, endorsed or checked by us, and we are not responsible for such software or liable for any difficulties or consequences associated with downloading the software.

## **Access**

26. We do not guarantee that our social media channels, or any content on it, will always be available or be uninterrupted. From time to time, we may at our discretion change, suspend or permanently withdraw all or part of our social media channels without prior notice. For example, we may do so if we are experiencing technical issues relating to our social media channels. You are, of course, free to stop using our social media channels at any time.

## **Disclaimers and liability**

27. Our social media channels may contain complex information. We have tried to make it as clear, easy to use and as accurate as possible. However, we do not warrant that any content posted by us is accurate, complete, or up to date. We will have no liability to you if it is not.

28. We aim for open, respectful communication on the relevant topics within our social media channels. While, where possible, we do conduct some moderation, we do not control and are not liable for content posted by third parties. Any use or reliance on such content or materials posted is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content posted by third parties. You understand that by using our social media channels, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise misleading. We will not be liable in any way for such content.

29. Please keep in mind that other users of our social media channels who provide content may claim expertise or standing that they do not, in fact, possess. You should give careful thought before following any advice posted by other users who are not verifiable as representing us.

30. No endorsement or approval of any third parties or their advice, opinions, information, content, products or services is expressed or implied by the display of information or advertisements by external social media channels alongside our content or logos and we have no control over the content of such third-party advertisements.

31. We are not responsible for: (i) losses not caused by our breach; (ii) failure to perform or provide any services where such failure is due to events beyond our control; (iii) indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into these terms, for example loss of profits or loss of opportunity; (iv) loss or damage in connection with any third party website, applications or software linked from our social media channels; (v) loss or damage due to viruses or other harmful code which may infect your device.

32. Nothing in these terms shall exclude or limit our liability for:
- (a) death or personal injury caused by negligence; or
  - (b) fraud; or
  - (c) misrepresentation as to a fundamental matter; or
  - (d) any liability which cannot be excluded or limited under applicable law.
33. If you breach these terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
34. If any part of these terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

**Governing law**

35. These terms shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the relevant UK courts.