
AaranBeattie

Privacy Policy

Processing of personal data across Aaran Beattie's website, services, communications, records, and business activities

Monday 27 April 2026

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1. Introduction and scope

1.1 This Privacy Policy explains how Aaran Beattie collects, uses, stores, discloses, and otherwise processes personal data in connection with the website, online services, communications, enquiries, consultations, client services, business records, and related activities operated by or on behalf of Aaran Beattie.

1.2 This Privacy Policy applies to personal data processed through or in connection with: (a) the website and any related pages, forms, analytics, cookies, tracking technologies, or online tools; (b) enquiries, correspondence, calls, meetings, consultations, proposals, client services, advisory work, analysis work, and related communications; (c) business administration, record-keeping, legal compliance, security, service improvement, and relationship management; (d) any substantially similar, related, replacement, or expanded services or activities operated by or on behalf of Aaran Beattie from time to time.

1.3 This Privacy Policy applies to personal data relating to website visitors, users of online services, prospective clients, clients, client representatives, business contacts, suppliers, professional advisers, contractors, applicants, staff, and other individuals whose personal data is processed in connection with the activities described in this Privacy Policy.

1.4 This Privacy Policy is intended to apply broadly to Aaran Beattie's professional, commercial, administrative, technical, and operational activities. Where a more specific privacy notice, contract, engagement letter, data processing agreement, consent notice, cookie notice, or other written notice applies to particular processing, that more specific notice or agreement may supplement or modify this Privacy Policy to the extent stated in that document.

1.5 This Privacy Policy applies only to personal data within its scope. It does not govern the privacy practices of third-party websites, platforms, services, applications, or organisations that are not operated or controlled by Aaran Beattie, even where such third-party services are linked, embedded, referenced, or made available through the website or related communications.

1.6 This Privacy Policy should be read together with any applicable cookie notice, website terms, engagement terms, contractual terms, consent mechanisms, recording notices, service-specific notices, or other information provided at or before the time personal data is collected or processed.

1.7 Aaran Beattie may update this Privacy Policy from time to time to reflect changes in law, regulatory guidance, business activities, services, technology, suppliers, corporate structure, or processing practices. The version made available through the website or otherwise notified will apply from the date stated in that version, unless a different effective date is specified.

2. Controller identity and contact

2.1 For the purposes of applicable data protection law, the controller of personal data processed within the scope of this Privacy Policy is Aaran Beattie, except where another controller is expressly identified in a separate privacy notice, contract, engagement document, data processing agreement, or other written notice.

2.2 References in this Privacy Policy to “Aaran Beattie”, “we”, “us”, and “our” mean Aaran Beattie acting in connection with the website, online services, communications, enquiries, consultations, client services, business records, and related professional, commercial, administrative, technical, and operational activities.

2.3 As controller, Aaran Beattie determines the purposes for which, and the means by which, personal data is processed, unless the circumstances of a particular engagement, service, arrangement, or instruction establish that another person or organisation acts as controller, joint controller, or processor in respect of specific personal data.

2.4 Privacy enquiries, requests, objections, withdrawals of consent, complaints, and other communications relating to personal data should be sent by email to contact@aarabeattie.com.

2.5 Individuals contacting Aaran Beattie about personal data may be asked to provide information reasonably necessary to verify their identity, locate the relevant personal data, understand the nature of the request, and respond in accordance with applicable law.

2.6 Aaran Beattie may decline, limit, or defer action on a privacy request where permitted by applicable law, including where a request is manifestly unfounded or excessive, where further information is required to verify identity or clarify the request, where disclosure would adversely affect the rights and freedoms of others, or where continued processing is required or otherwise permitted by law.

2.7 Where personal data is processed in connection with an organisation, client, employer, principal, or other third party, Aaran Beattie may need to take reasonable steps to assess whether the request should be handled by Aaran Beattie, by that organisation, or jointly with another controller, having regard to the circumstances of the processing.

3. Trading status, successor entities, group companies, and changes in controller identity

3.1 Aaran Beattie currently operates on the basis of the trading status, business structure, and professional arrangements in place from time to time. This Privacy Policy is intended to apply to personal data processed in connection with the website, services, communications, records, and business activities operated by or on behalf of Aaran Beattie, unless and until a different controller or applicable privacy notice is identified.

3.2 Aaran Beattie may in future change trading status, incorporate a company, operate through a limited company or other legal entity, trade under one or more names, appoint staff or contractors, establish affiliated entities, participate in group structures, or otherwise reorganise the manner in which services and business activities are conducted.

3.3 Where Aaran Beattie's business, website, services, records, assets, contracts, operations, or related activities are transferred to, continued by, assigned to, or operated through a successor entity, incorporated entity, group company, affiliate, assignee, purchaser, transferee, or replacement trading vehicle, personal data may be transferred to or otherwise processed by that person or entity where reasonably necessary for continuity, administration, legal compliance, service delivery, business management, or protection of legitimate interests.

3.4 Where a successor entity, incorporated entity, group company, affiliate, assignee, purchaser, transferee, or replacement trading vehicle determines the purposes and means of processing personal data, that person or entity may become the controller of the relevant personal data. Where required by applicable law, reasonable steps will be taken to make the identity of the relevant controller available to affected individuals.

3.5 References in this Privacy Policy to "Aaran Beattie", "we", "us", and "our" may include, where applicable and to the extent permitted by law, any successor, assignee, incorporated entity, trading vehicle, group company, affiliate, or other legal person through which the same or substantially related website, services, records, assets, operations, or business activities are operated.

3.6 Personal data may be shared within any future group, affiliated business, or related operating structure for purposes consistent with this Privacy Policy, including: (a) central administration; (b) service delivery; (c) client relationship management; (d) communications; (e) records management; (f) finance, accounting, billing, and tax; (g) legal, regulatory, compliance, and risk management; (h) information technology, security, hosting, and systems support; (i) business planning, restructuring, sale, acquisition, investment, or succession.

3.7 Any change in trading status, operating structure, ownership, legal identity, group structure, or controller identity will not remove rights that individuals have under applicable data protection law. Where required, affected individuals may be provided with updated privacy information, a replacement privacy notice, or other appropriate notice explaining

the relevant controller identity and any material changes to the processing of personal data.

3.8 Nothing in this section permits personal data to be processed in a manner that would be unlawful, unfair, materially incompatible with the purposes described in this Privacy Policy, or contrary to applicable data protection law. Where materially new purposes, services, technologies, legal entities, or processing arrangements require further notice, consent, contractual terms, or other safeguards, Aaran Beattie will take such steps as are required by applicable law.

4. Definitions and interpretation

4.1 In this Privacy Policy, “personal data” means any information relating to an identified or identifiable living individual. An identifiable individual is one who can be identified, directly or indirectly, from that information alone or together with other information.

4.2 “Processing” means any operation or set of operations performed on personal data, whether or not by automated means, including collecting, recording, organising, structuring, storing, adapting, retrieving, consulting, using, disclosing, transmitting, sharing, restricting, erasing, or destroying personal data.

4.3 “Controller” means the person or organisation that determines the purposes and means of processing personal data. “Processor” means a person or organisation that processes personal data on behalf of a controller. “Joint controller” means two or more controllers who jointly determine the purposes and means of processing personal data.

4.4 “Applicable data protection law” means the laws applying to the processing of personal data under this Privacy Policy, including, where applicable, the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and any replacement, amendment, supplement, or related legislation, regulation, code of practice, regulatory guidance, or binding legal requirement.

4.5 “Website” means any website, webpage, landing page, online form, online service, digital interface, or related online property operated by or on behalf of Aaran Beattie from time to time, including any successor, replacement, or related website or online property.

4.6 “Services” means any professional, commercial, advisory, analytical, consulting, strategic, operational, administrative, technical, online, or related services, materials, communications, outputs, tools, resources, or activities provided, made available, or considered by or on behalf of Aaran Beattie from time to time.

4.7 “User” means any person who accesses, browses, uses, submits information through, interacts with, or communicates through the website, online services, forms, tools, or other digital channels operated by or on behalf of Aaran Beattie.

4.8 “Client” means any person, business, organisation, or other entity that requests, receives, purchases, discusses, negotiates, or enters into an agreement for services with Aaran Beattie, whether directly or through an authorised representative.

4.9 “Prospective client” means any person, business, organisation, or other entity that makes an enquiry, attends a call or meeting, submits a form, requests information, considers services, receives a proposal, or otherwise engages with Aaran Beattie before any formal client relationship is agreed.

4.10 “Communications” means any correspondence, message, call, meeting, video conference, audio recording, transcript, note, summary, form submission, email, document, attachment, chat message, social media message, scheduling request, or other communication sent to, received from, generated by, or processed by or on behalf of Aaran Beattie.

4.11 “Records” means business, client, operational, administrative, technical, financial, legal, compliance, security, communications, meeting, call, analytics, consent, contractual, and other records created, received, maintained, archived, or otherwise processed by or on behalf of Aaran Beattie.

4.12 “Service providers” means third-party providers, contractors, platforms, software, systems, applications, infrastructure providers, hosting providers, analytics providers, communications providers, payment providers, professional advisers, and other persons or organisations engaged or used to support the website, services, communications, records, administration, security, or business activities.

4.13 “Consent” means a freely given, specific, informed, and unambiguous indication of an individual’s wishes by which the individual signifies agreement to the processing of personal data, where consent is relied upon as the lawful basis for processing.

4.14 “Special category data” means personal data revealing or concerning matters such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data used for identification, health, sex life, or sexual orientation, where such data is treated as special category data under applicable data protection law.

4.15 “Criminal offence data” means personal data relating to criminal convictions, offences, allegations, proceedings, related security measures, or other information treated as criminal offence data under applicable data protection law.

4.16 References to “including”, “include”, “in particular”, “such as”, “for example”, or similar expressions are illustrative and do not limit the general meaning of the words that precede them.

4.17 References to the singular include the plural and references to the plural include the singular, unless the context requires otherwise.

4.18 References to a law, regulation, statutory provision, regulatory requirement, or guidance include that law, regulation, provision, requirement, or guidance as amended, replaced, re-enacted, supplemented, or superseded from time to time.

4.19 Headings are included for ease of reference only and do not affect the interpretation of this Privacy Policy.

4.20 Where this Privacy Policy refers to a person, organisation, entity, company, authority, regulator, service provider, or third party, that reference includes any lawful successor, assignee, delegate, representative, authorised agent, or replacement, where the context permits.

5. Categories of personal data collected

5.1 Aaran Beattie may collect, receive, generate, store, use, disclose, and otherwise process different categories of personal data depending on the nature of the relationship, interaction, enquiry, service, communication, or activity concerned.

5.2 Identity data may include: (a) names; (b) titles; (c) usernames, aliases, or online identifiers; (d) job titles, roles, seniority, functions, and organisational positions; (e) signatures; (f) identifiers contained in documents, communications, systems, forms, or records.

5.3 Contact data may include: (a) email addresses; (b) telephone numbers; (c) business addresses; (d) postal addresses where provided or required; (e) social media handles; (f) messaging details; (g) communication preferences; (h) details required to respond to enquiries, manage communications, or provide services.

5.4 Business and organisational data may include: (a) employer, client, company, trading name, or organisational affiliation; (b) business sector, industry, size, structure, ownership, operations, locations, and commercial activities; (c) business needs, challenges, objectives, priorities, plans, risks, opportunities, and decision-making context; (d) information about founders, owners, directors, partners, officers, employees, contractors, suppliers, customers, stakeholders, or other individuals connected with an organisation.

5.5 Enquiry, consultation, and client-service data may include: (a) information submitted through forms, emails, calls, meetings, messages, documents, attachments, or other communications; (b) details of enquiries, proposals, scopes, instructions, requirements, objectives, constraints, budgets, timelines, decisions, and service preferences; (c) information provided before, during, or after the provision of services; (d) outputs, notes, summaries, recommendations, analyses, reports, working materials, and related records created in connection with services.

5.6 Communications data may include: (a) emails, messages, letters, form submissions, chat messages, social media messages, call details, meeting details, and other correspondence; (b) metadata relating to communications, including sender, recipient, date, time, duration, subject line, attachments, delivery status, and routing information; (c) records of contact history, follow-up actions, preferences, objections, requests, and responses.

5.7 Call, meeting, recording, transcript, and note data may include: (a) audio recordings; (b) video recordings; (c) meeting recordings; (d) transcripts; (e) summaries; (f) notes; (g) action points; (h) attendance details; (i) scheduling information; (j) information shared, discussed, displayed, uploaded, or generated during calls, meetings, consultations, workshops, interviews, or similar interactions.

5.8 Website, technical, and device data may include: (a) internet protocol addresses; (b) browser type and version; (c) device type, operating system, screen size, language settings, time zone, approximate location, and device identifiers; (d) referral source, pages viewed, links clicked, time spent on pages, navigation paths, interaction data, and session information; (e) cookie identifiers, consent choices, analytics identifiers, and similar online

identifiers; (f) logs and technical records generated by website hosting, security, analytics, monitoring, or related systems.

5.9 Analytics, usage, and behavioural data may include: (a) website usage information; (b) heat map data; (c) session replay or session recording data; (d) scrolling, clicking, tapping, navigation, interaction, and page-performance information; (e) aggregated or statistical information about website performance, user journeys, content engagement, technical issues, and service improvement opportunities; (f) data collected through analytics, diagnostic, monitoring, optimisation, or similar technologies, subject to applicable consent requirements where required.

5.10 Consent, preference, and opt-out data may include: (a) cookie choices; (b) analytics consent choices; (c) marketing preferences; (d) communication preferences; (e) withdrawal of consent; (f) objections to processing; (g) unsubscribe records; (h) records showing when, how, and by what means a preference, consent, withdrawal, objection, or request was made.

5.11 Contract, transaction, and financial data may include: (a) engagement terms, contracts, proposals, statements of work, purchase orders, invoices, payment records, account references, billing details, tax information, and accounting records; (b) records of services requested, purchased, provided, declined, cancelled, completed, or varied; (c) correspondence and records relating to fees, billing, payment, debt recovery, refunds, disputes, and financial administration.

5.12 Administrative, operational, and record-keeping data may include: (a) internal notes; (b) task records; (c) file records; (d) document histories; (e) version records; (f) audit trails; (g) access logs; (h) security records; (i) compliance records; (j) risk records; (k) records required or useful for business continuity, accountability, legal protection, service delivery, and administration.

5.13 Supplier, adviser, and counterparty data may include personal data relating to service providers, contractors, professional advisers, insurers, banks, payment providers, accountants, legal advisers, technology suppliers, platform providers, counterparties, representatives, and other persons involved in supporting, advising, administering, protecting, or transacting with Aaran Beattie.

5.14 Recruitment, staff, contractor, and applicant data may include, where relevant: (a) names, contact details, work history, qualifications, skills, experience, references, interview notes, application materials, right to work information, availability, compensation expectations, tax or payment information, performance information, access records, system usage records, and communications; (b) other information reasonably required to assess, appoint, manage, pay, supervise, administer, or terminate a staff, worker, contractor, applicant, or similar relationship.

5.15 Sensitive contextual information may be processed where it is included in communications, documents, recordings, meetings, client materials, enquiries, disputes, legal matters, safeguarding concerns, complaints, or other records. Such information may include personal data relating to personal circumstances, health, disability, wellbeing, family matters, employment matters, financial circumstances, allegations, complaints, disputes, or other sensitive business or personal matters.

5.16 Special category data and criminal offence data are not ordinarily requested unless expressly required for a specific lawful purpose. However, such data may be received or generated incidentally where an individual or organisation provides it, where it appears in client materials or communications, where it arises during a call or meeting, where it is relevant to legal claims or compliance, or where processing is otherwise permitted by applicable law.

5.17 Publicly available data may include information obtained from public websites, business directories, company registers, professional profiles, social media platforms, published articles, public databases, search results, public records, or other publicly accessible sources, where relevant to enquiries, due diligence, client services, communications, verification, research, business development, or legitimate business purposes.

5.18 Derived, inferred, or generated data may include notes, classifications, summaries, assessments, analysis, conclusions, priorities, risk indicators, business observations, relationship history, service suitability assessments, internal opinions, and other information generated from or in connection with personal data processed under this Privacy Policy.

5.19 Aggregated, anonymised, or de-identified information may be created from personal data and used for analytics, reporting, research, service improvement, business planning, security, and operational purposes. Where information no longer identifies an individual and cannot reasonably be used to identify an individual, it may fall outside the scope of applicable data protection law.

5.20 Aaran Beattie does not necessarily collect every category of personal data listed in this section in every case. The categories processed will depend on the nature of the relevant interaction, relationship, service, legal obligation, technical process, or business activity.

6. Sources of personal data

6.1 Aaran Beattie may collect, receive, generate, obtain, or otherwise process personal data from a range of sources depending on the nature of the relevant interaction, relationship, enquiry, service, communication, or business activity.

6.2 Personal data may be provided directly by the individual to whom it relates, including where that individual: (a) visits or uses the website; (b) submits a form; (c) sends an email or message; (d) makes an enquiry; (e) books or attends a call, meeting, consultation, or other interaction; (f) provides documents, files, instructions, comments, feedback, or other information; (g) enters into, negotiates, or performs a contract; (h) exercises a legal right or makes a privacy request.

6.3 Personal data may be provided by a client, prospective client, employer, principal, organisation, colleague, representative, adviser, supplier, referrer, counterparty, or other third party, including where that third party provides information in connection with an enquiry, proposal, engagement, consultation, project, service, document, meeting, call, record, dispute, compliance matter, or business relationship.

6.4 Personal data may be collected or generated through the website and related online technologies, including through cookies, analytics tools, heat mapping tools, session recording tools, server logs, security tools, hosting systems, form tools, consent management tools, embedded services, and similar technologies used to operate, secure, analyse, improve, or administer the website and online services.

6.5 Personal data may be collected or generated through communications and collaboration systems, including email platforms, messaging tools, video conferencing platforms, telephone systems, scheduling tools, document-sharing platforms, cloud storage systems, transcription tools, customer relationship management tools, project management tools, productivity software, artificial intelligence-enabled tools, and other systems used to communicate, collaborate, record, organise, administer, or deliver services.

6.6 Personal data may be collected or generated during calls, meetings, consultations, workshops, interviews, presentations, reviews, or similar interactions. This may include information spoken, displayed, shared, uploaded, recorded, transcribed, summarised, noted, inferred, or otherwise generated before, during, or after those interactions.

6.7 Personal data may be obtained from documents, files, datasets, reports, records, correspondence, business materials, organisational materials, financial materials, operational materials, contracts, policies, procedures, notes, recordings, transcripts, screenshots, exports, or other information provided to or accessed by Aaran Beattie in connection with an enquiry, service, project, relationship, or business activity.

6.8 Personal data may be obtained from publicly available sources, including websites, search engines, business directories, Companies House records, public registers, professional profiles, social media platforms, publications, articles, podcasts, videos, public databases, press coverage, and other public records or materials.

6.9 Personal data may be obtained from service providers and technical systems used by or on behalf of Aaran Beattie, including hosting providers, analytics providers, form processors, security providers, communications providers, payment providers, accounting systems, cloud storage providers, automation tools, artificial intelligence-enabled tools, and other providers supporting the website, services, records, or business operations.

6.10 Personal data may be generated by Aaran Beattie in the course of business activities, including through notes, summaries, analyses, assessments, classifications, opinions, observations, recommendations, records, logs, working documents, internal files, service outputs, relationship histories, task records, audit trails, and other business or operational records.

6.11 Personal data may be obtained from professional advisers, insurers, banks, payment providers, accountants, legal advisers, tax advisers, consultants, regulators, public authorities, law enforcement bodies, courts, tribunals, dispute resolution bodies, or other persons where relevant to administration, compliance, legal rights, risk management, security, billing, recovery, disputes, or protection of legitimate interests.

6.12 Personal data may be collected from applicants, staff, workers, contractors, consultants, suppliers, and similar persons directly, through recruitment or engagement processes, through references or verification checks, through work-related systems, through communications, through performance or service records, and through other sources relevant to the establishment, management, administration, or termination of such relationships.

6.13 Where personal data is provided by or about another person, the person providing that data should ensure that they have lawful authority to provide it and, where required, that the relevant individual has received appropriate information about the processing of their personal data.

6.14 Aaran Beattie may combine personal data obtained from different sources where necessary or appropriate for the purposes described in this Privacy Policy, including to verify information, maintain accurate records, respond to enquiries, provide services, manage relationships, comply with legal obligations, protect rights, improve services, secure systems, or administer business activities.

7. Purposes of processing

7.1 Aaran Beattie may process personal data for the purposes set out in this section, depending on the nature of the relevant relationship, interaction, enquiry, service, communication, record, legal obligation, technical process, or business activity.

7.2 Personal data may be processed to operate, manage, maintain, secure, monitor, analyse, and improve the website, online services, forms, digital tools, content, technical infrastructure, security systems, and related online functions.

7.3 Personal data may be processed to receive, assess, respond to, manage, prioritise, and record enquiries, form submissions, calls, messages, emails, consultation requests, proposals, referrals, complaints, privacy requests, and other communications.

7.4 Personal data may be processed to assess whether services may be suitable, appropriate, available, proportionate, lawful, commercially viable, or practically deliverable in relation to a particular prospective client, client, organisation, project, request, instruction, or matter.

7.5 Personal data may be processed to negotiate, prepare, enter into, administer, perform, vary, renew, suspend, terminate, or enforce contracts, engagement terms, statements of work, proposals, orders, invoices, payment arrangements, and related commercial documents.

7.6 Personal data may be processed to provide, administer, manage, develop, evidence, and improve services, including consulting, analysis, advisory, strategic, operational, systems, organisational, administrative, technical, commercial, and related services.

7.7 Personal data may be processed to understand, analyse, assess, document, and advise on business operations, organisational structures, systems, processes, performance, strategy, decision-making, risks, constraints, priorities, opportunities, and related commercial or operational matters.

7.8 Personal data may be processed to prepare, review, organise, store, maintain, archive, retrieve, and use notes, summaries, reports, analyses, recommendations, working papers, documents, files, records, outputs, and other materials created or received in connection with services or business activities.

7.9 Personal data may be processed to arrange, conduct, record, transcribe, summarise, document, and follow up calls, meetings, consultations, workshops, interviews, presentations, reviews, and other interactions, including to maintain accurate records, preserve context, support continuity, and protect legal or commercial interests.

7.10 Personal data may be processed to communicate with individuals, clients, prospective clients, representatives, suppliers, advisers, contractors, staff, applicants, regulators, authorities, counterparties, and other relevant persons in connection with enquiries, services, records, administration, legal matters, or business activities.

7.11 Personal data may be processed to manage relationships with clients, prospective clients, suppliers, advisers, contractors, staff, applicants, referrers, contacts, and other

persons, including maintaining contact histories, preferences, instructions, records, status information, follow-up actions, and relationship context.

7.12 Personal data may be processed to maintain secure and accurate business records, communication archives, meeting records, call records, client records, administrative records, technical records, consent records, contractual records, financial records, legal records, and compliance records.

7.13 Personal data may be processed to manage billing, payments, accounting, taxation, financial administration, credit control, debt recovery, refunds, purchase records, expenses, banking, audit, reporting, and other financial or commercial administration.

7.14 Personal data may be processed to comply with legal, regulatory, tax, accounting, reporting, record-keeping, disclosure, co-operation, professional, court, tribunal, law enforcement, public authority, or other binding obligations.

7.15 Personal data may be processed to establish, exercise, defend, investigate, settle, or preserve legal rights, legal claims, contractual rights, commercial rights, complaints, disputes, regulatory matters, insurance matters, evidential issues, or risk management matters.

7.16 Personal data may be processed to prevent, detect, investigate, respond to, or mitigate fraud, misuse, unlawful conduct, unauthorised access, security incidents, technical failures, data loss, abuse of the website or services, threats to systems, or threats to legal, commercial, or personal interests.

7.17 Personal data may be processed to manage information technology, hosting, cloud storage, software, systems, devices, accounts, access controls, authentication, backups, monitoring, diagnostics, maintenance, upgrades, security, continuity, and disaster recovery.

7.18 Personal data may be processed to use, configure, administer, monitor, review, and improve service providers, software, platforms, tools, analytics systems, form systems, communications systems, productivity systems, automation systems, artificial intelligence-enabled tools, and other technical or operational resources.

7.19 Personal data may be processed to conduct website analytics, usage analysis, heat mapping, session recording, performance measurement, conversion analysis, troubleshooting, optimisation, user-experience improvement, and similar activities, subject to applicable consent requirements where required.

7.20 Personal data may be processed to maintain records of consents, preferences, withdrawals, objections, opt-outs, unsubscribe requests, cookie choices, analytics choices, communication preferences, and other privacy-related choices or requests.

7.21 Personal data may be processed to send service communications, administrative communications, legal notices, updates about enquiries or services, meeting information, records, confirmations, reminders, operational messages, and other non-marketing communications reasonably connected with the relationship or interaction.

7.22 Personal data may be processed to send marketing communications, business development communications, invitations, updates, newsletters, content, offers, or other

promotional communications where permitted by applicable law and subject to any applicable consent, soft opt-in, objection, or unsubscribe requirements.

7.23 Personal data may be processed to recruit, assess, appoint, manage, administer, pay, supervise, communicate with, support, monitor, discipline, or terminate relationships with staff, workers, contractors, consultants, applicants, suppliers, and similar persons, where relevant to business operations.

7.24 Personal data may be processed to obtain, manage, monitor, review, and evidence services supplied to Aaran Beattie, including professional advice, insurance, banking, payment processing, accounting, legal support, tax support, hosting, software, communications, analytics, security, and operational support.

7.25 Personal data may be processed to carry out research, planning, forecasting, reporting, internal review, quality control, quality assurance, training, knowledge management, service development, business development, operational improvement, and strategic decision-making.

7.26 Personal data may be processed in connection with incorporation, restructuring, succession, sale, merger, acquisition, transfer, assignment, investment, financing, due diligence, group formation, group administration, insolvency planning, or other changes to business structure, ownership, assets, operations, or trading arrangements.

7.27 Personal data may be processed to anonymise, aggregate, de-identify, or otherwise transform information for reporting, analysis, service improvement, research, security, planning, benchmarking, or business purposes, where the resulting information no longer identifies an individual or is treated in accordance with applicable data protection law.

7.28 Personal data may be processed for any other purpose that is compatible with the purposes described in this Privacy Policy, notified to the relevant individual, authorised by consent where required, necessary for compliance with applicable law, or otherwise permitted by applicable data protection law.

8. Lawful bases and legitimate interests

8.1 Aaran Beattie will process personal data only where a lawful basis for processing applies under applicable data protection law. The lawful basis relied upon may vary depending on the nature of the personal data, the processing activity, the relationship with the relevant individual, and the purpose for which the personal data is processed.

8.2 Personal data may be processed where processing is necessary for the performance of a contract with the relevant individual or in order to take steps at the request of the relevant individual before entering into a contract. This may apply where Aaran Beattie responds to enquiries, discusses potential services, provides proposals, arranges consultations, enters into engagement terms, provides services, manages client relationships, administers payments, or performs related contractual obligations.

8.3 Personal data may be processed where processing is necessary for compliance with a legal obligation to which Aaran Beattie is subject. This may include obligations relating to tax, accounting, business records, regulatory compliance, data protection compliance, co-operation with public authorities, court orders, legal disclosures, fraud prevention, security, and other legal or regulatory requirements.

8.4 Personal data may be processed where processing is necessary for the purposes of legitimate interests pursued by Aaran Beattie or by a third party, except where those interests are overridden by the interests, rights, or freedoms of the relevant individual. Legitimate interests may apply to processing that is reasonably necessary for ordinary business administration, service delivery, record-keeping, legal protection, website operation, security, communications, client relationship management, business development, and improvement of services.

8.5 The legitimate interests relied upon may include: (a) operating, administering, protecting, and improving the website, services, systems, records, communications, and business activities; (b) receiving, assessing, responding to, and managing enquiries, communications, proposals, consultations, and service requests; (c) providing, managing, developing, and evidencing services; (d) maintaining accurate, secure, and accessible business records and communication archives; (e) arranging, recording, transcribing, summarising, and documenting calls, meetings, and consultations where appropriate; (f) understanding client needs, organisational context, commercial issues, operational matters, and service requirements; (g) managing relationships with clients, prospective clients, suppliers, advisers, contractors, staff, applicants, and business contacts; (h) protecting legal, contractual, commercial, financial, security, reputational, and evidential interests; (i) preventing, detecting, investigating, and responding to fraud, misuse, security incidents, technical issues, unlawful conduct, or disputes; (j) carrying out internal administration, planning, reporting, quality control, research, service development, business development, restructuring, succession, and continuity activities.

8.6 Personal data may be processed on the basis of consent where consent is required or considered appropriate. This may include certain cookies, analytics technologies, heat mapping, session recording, optional marketing communications, recording practices where consent is required, or other processing for which valid consent is obtained. Where processing is based on consent, the individual may withdraw that consent at any time, without affecting the lawfulness of processing carried out before withdrawal.

8.7 Personal data may be processed where processing is necessary to protect the vital interests of an individual. This basis is expected to apply only in limited circumstances, such as where processing is necessary to respond to an emergency, serious risk, safeguarding concern, or threat to health, safety, or life.

8.8 Personal data may be processed where processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority, where this basis applies under applicable law. This basis is not expected to apply to most processing carried out by Aaran Beattie, but may apply in limited circumstances where the legal requirements for reliance on this basis are satisfied.

8.9 Where special category data is processed, Aaran Beattie will rely on an applicable condition under data protection law in addition to a lawful basis for processing. Such conditions may include explicit consent, processing necessary for employment, social security, or social protection obligations where relevant, processing necessary to protect vital interests where the individual cannot give consent, processing of personal data manifestly made public by the individual, processing necessary for the establishment, exercise, or defence of legal claims, processing necessary for reasons of substantial public interest where permitted by law, or another applicable condition.

8.10 Where criminal offence data is processed, Aaran Beattie will process such data only where permitted by applicable law. This may include processing necessary for legal claims, compliance, risk management, safeguarding, fraud prevention, security, recruitment or contractor checks where lawful, or other circumstances in which an appropriate legal basis and condition apply.

8.11 Where personal data is processed for direct marketing, Aaran Beattie may rely on consent, legitimate interests, the soft opt-in, or another lawful basis or permission available under applicable law, depending on the nature of the communication, the recipient, the relationship, and the communication channel. Individuals may object to direct marketing or unsubscribe from marketing communications at any time.

8.12 Where personal data is processed through cookies, analytics tools, heat mapping, session recording, or similar technologies, the lawful basis and consent requirements may depend on the type of technology and its purpose. Strictly necessary technologies may be used where required to provide or secure the website or service. Non-essential analytics, tracking, heat mapping, session recording, advertising, or similar technologies will be handled in accordance with applicable consent requirements where such requirements apply.

8.13 Where personal data is processed using artificial intelligence-enabled tools, automation, transcription, summarisation, analytics, document-processing, or productivity tools, the lawful basis may include contract, legitimate interests, legal obligation, consent, or another applicable basis depending on the purpose of the processing, the nature of the tool, the type of personal data, and the surrounding circumstances.

8.14 Aaran Beattie may process personal data for the establishment, exercise, defence, investigation, settlement, preservation, or enforcement of legal rights, legal claims, contractual rights, complaints, disputes, regulatory matters, insurance matters, or evidential interests. Depending on the circumstances, the lawful basis may include legitimate interests, legal obligation, contract, or another applicable basis, and special

category data or criminal offence data may be processed where a relevant legal condition applies.

8.15 Where Aaran Beattie relies on legitimate interests, a balancing assessment may be carried out where required or appropriate, having regard to the nature of the processing, the reasonable expectations of the relevant individual, the relationship between the parties, the safeguards applied, the impact on the individual, and the interests pursued.

8.16 Aaran Beattie may rely on more than one lawful basis in connection with the same general relationship or set of activities, but will identify and apply the appropriate lawful basis by reference to the relevant processing purpose. The lawful basis applicable to one processing activity may differ from the lawful basis applicable to another processing activity involving the same individual or the same personal data.

8.17 Where an individual objects to processing based on legitimate interests, Aaran Beattie will consider the objection in accordance with applicable data protection law. Processing may continue where compelling legitimate grounds exist, where the processing is required or permitted by law, or where the processing is necessary for the establishment, exercise, or defence of legal claims.

8.18 Where processing is required by contract or law and the relevant personal data is not provided, Aaran Beattie may be unable to respond to an enquiry, provide services, enter into or perform a contract, comply with legal obligations, maintain records, administer payments, manage a relationship, or continue the relevant interaction.

8.19 Where processing is based on consent and consent is refused or withdrawn, Aaran Beattie may be unable to provide or continue the relevant optional function, technology, communication, recording, service feature, or processing activity. Withdrawal of consent will not require Aaran Beattie to delete records or stop processing where another lawful basis applies.

8.20 Nothing in this Privacy Policy limits any lawful basis, condition, exemption, defence, right, obligation, or permission available to Aaran Beattie under applicable data protection law or other applicable law.

9. Website, cookies, analytics, heat maps, session recordings, and similar technologies

9.1 Aaran Beattie may use cookies, pixels, tags, scripts, local storage, analytics identifiers, consent management tools, heat mapping tools, session recording tools, server logs, diagnostic tools, security tools, and similar technologies in connection with the website and related online services.

9.2 These technologies may be used for purposes including: (a) operating the website; (b) enabling core website functions; (c) remembering preferences; (d) managing cookie and consent choices; (e) measuring website use; (f) understanding user journeys; (g) identifying technical issues; (h) improving content, layout, performance, accessibility, and user experience; (i) protecting the website, systems, and users from misuse, unauthorised access, fraud, or security risks.

9.3 Strictly necessary technologies may be used where required for the website or online services to function, to provide a service requested by the user, to maintain security, to remember privacy choices, to prevent misuse, or to comply with legal obligations. These technologies may operate without consent where applicable law permits this.

9.4 Non-essential cookies and similar technologies, including certain analytics, heat mapping, session recording, advertising, personalisation, or behavioural technologies, will be handled in accordance with applicable consent requirements. Where consent is required, such technologies should not be activated unless and until valid consent has been obtained through the relevant cookie banner, consent tool, browser setting, platform mechanism, or other consent process.

9.5 The website may use analytics tools, including Google Analytics, Microsoft Clarity, or similar services, to collect information about how visitors use and interact with the website. This may include information about pages visited, referral sources, approximate location, device type, browser type, operating system, session duration, interactions, navigation patterns, and technical performance.

9.6 The website may use heat mapping, session replay, session recording, behaviour analytics, or similar technologies to understand how users interact with webpages, forms, layouts, content, navigation, and online services. These tools may record or analyse actions such as clicks, taps, scrolling, cursor movement, page navigation, form interaction, and other usage behaviour.

9.7 Session recording and heat mapping technologies are used to support website improvement, troubleshooting, usability assessment, error identification, fraud prevention, security review, and service optimisation. These technologies are not intended to collect payment card details, passwords, or other information that is unnecessary for the relevant analytics or improvement purpose.

9.8 Aaran Beattie will take reasonable steps, where available and appropriate, to configure analytics, heat mapping, and session recording tools to reduce unnecessary collection of

personal data. Such steps may include masking, suppressing, redacting, aggregating, truncating, restricting, or otherwise limiting the collection of information entered into forms or displayed on pages.

9.9 Some analytics, heat mapping, session recording, consent management, security, hosting, or diagnostic providers may process information as processors, independent controllers, or separate service providers, depending on the nature of the technology, the provider's contractual terms, and applicable law.

9.10 Information collected through cookies and similar technologies may be linked with other information, including technical data, consent records, form submissions, enquiry records, or communications, where lawful and reasonably necessary for the purposes described in this Privacy Policy.

9.11 Cookie and analytics choices may be recorded to evidence consent, refusal, withdrawal, preference changes, opt-outs, and compliance with applicable law. These records may include the choice made, date and time, browser or device information, consent identifier, and related technical information.

9.12 Users may be able to manage cookies and similar technologies through the website's cookie banner or consent tool, browser settings, device settings, provider opt-out mechanisms, or other controls made available from time to time. The availability and effect of these controls may depend on the relevant browser, device, technology, service provider, and legal requirements.

9.13 A user may withdraw consent to non-essential cookies or similar technologies at any time where consent is relied upon. Withdrawal of consent will not affect the lawfulness of processing carried out before withdrawal, and may not require deletion of records lawfully created before withdrawal.

9.14 Blocking, disabling, or refusing cookies or similar technologies may affect the operation, availability, functionality, performance, personalisation, security, or usability of the website or online services.

9.15 Some browsers, devices, extensions, or platforms may provide "do not track", global privacy control, or similar signals. Aaran Beattie may respond to such signals where required by applicable law or where supported by the relevant systems, but does not guarantee that every signal will be recognised, interpreted, or applied in the same way across all technologies, providers, or jurisdictions.

9.16 The website may include links, embedded content, scripts, fonts, media, maps, forms, scheduling tools, analytics tools, security tools, or other third-party technologies. Such third parties may collect or receive technical or usage information when users interact with the website or those technologies, subject to their own terms, privacy notices, and technical controls.

9.17 Aaran Beattie may change, add, remove, replace, configure, or disable cookies, analytics tools, heat mapping tools, session recording tools, consent management tools, hosting tools, security tools, and similar technologies from time to time, provided that such use remains consistent with this Privacy Policy and applicable law.

9.18 Aggregated, statistical, anonymised, or de-identified information generated from website, analytics, heat mapping, session recording, or technical data may be used for reporting, research, service improvement, security, performance monitoring, planning, and business administration, where such information does not identify an individual or is otherwise processed in accordance with applicable law.

9.19 Aaran Beattie will not intentionally use website analytics, heat mapping, or session recording technologies to capture information that is clearly excessive for the relevant purpose. Users should avoid submitting unnecessary sensitive personal data through website forms or online services unless specifically requested or necessary for the relevant interaction.

9.20 Further information about cookies, analytics, heat mapping, session recording, consent choices, provider technologies, or opt-out options may be provided through a cookie notice, consent banner, preference centre, website notice, or other information made available on or through the website from time to time.

10. Forms, enquiries, online tools, and service providers

10.1 Aaran Beattie may use online forms, embedded forms, contact forms, enquiry forms, booking tools, scheduling tools, payment tools, document tools, file-sharing tools, automation tools, analytics tools, security tools, communications tools, productivity tools, artificial intelligence-enabled tools, and other online or technical systems to operate the website, receive enquiries, manage communications, provide services, maintain records, and administer business activities.

10.2 Personal data submitted through forms or online tools may include names, contact details, business details, enquiry details, message content, preferences, availability, files, attachments, technical data, consent records, and any other information entered, uploaded, selected, generated, or otherwise provided through the relevant form or tool.

10.3 Form submissions and online interactions may be processed by third-party service providers, including form processors such as Formspark, hosting providers, email providers, automation providers, analytics providers, scheduling providers, security providers, cloud storage providers, and other technical providers used from time to time.

10.4 Aaran Beattie may change, add, remove, replace, or reconfigure service providers, forms, tools, platforms, systems, integrations, and technical processes from time to time, provided that such use remains consistent with this Privacy Policy, applicable law, and any specific privacy information provided at the time of collection.

10.5 Service providers may process personal data for purposes including: (a) transmitting, receiving, storing, routing, filtering, validating, securing, or displaying form submissions; (b) sending notifications, confirmations, reminders, responses, or administrative communications; (c) scheduling calls or meetings; (d) storing, organising, analysing, searching, summarising, or retrieving records; (e) protecting systems against spam, abuse, fraud, unauthorised access, or security risks; (f) supporting website, communications, records, and business administration.

10.6 Personal data submitted through a form or online tool may be copied, routed, integrated, or synchronised with other systems used by or on behalf of Aaran Beattie, including email, cloud storage, customer relationship management, task management, document management, calendar, transcription, analytics, artificial intelligence-enabled, accounting, and archiving systems.

10.7 Individuals should not submit personal data through forms or online tools unless they are authorised to do so and the information is accurate, relevant, and reasonably necessary for the relevant enquiry, request, communication, or service. Where information about another person is submitted, the person submitting it should ensure that they have lawful authority to provide it.

10.8 Aaran Beattie may use technical measures to reduce spam, abuse, malicious activity, bot submissions, unauthorised access, or other misuse of forms and online tools. Such measures may include automated checks, validation tools, security logs, rate limiting, filtering, verification, fraud detection, or similar technologies.

10.9 Aaran Beattie may reject, delete, restrict, disregard, quarantine, or decline to act upon any form submission, enquiry, file, message, or online interaction where it appears incomplete, inaccurate, excessive, malicious, unlawful, irrelevant, unauthorised, technically harmful, or otherwise inappropriate.

10.10 Submission of a form or enquiry does not require Aaran Beattie to respond, provide services, enter into a contract, preserve every item of submitted information, or accept any proposed instruction, engagement, or relationship.

10.11 Where a form, enquiry, or online tool relates to a prospective or existing client organisation, personal data may be processed to assess the organisation's requirements, understand the relevant context, identify suitable next steps, prepare proposals, manage communications, and maintain records of the interaction.

10.12 Service providers may act as processors, independent controllers, joint controllers, or separate providers depending on the service, contractual terms, processing activity, and applicable law. Where a provider acts as a processor, Aaran Beattie will seek to use providers subject to appropriate contractual, technical, and organisational safeguards.

10.13 Some service providers may process or store personal data outside the United Kingdom. Such processing or storage will be handled in accordance with the international transfer provisions of this Privacy Policy and applicable data protection law.

10.14 Online tools and service providers may collect technical information automatically, including internet protocol addresses, browser information, device information, timestamps, usage logs, security events, system identifiers, referral information, and interaction data, where necessary or appropriate to operate, secure, monitor, improve, or administer the relevant tool or service.

10.15 Aaran Beattie may rely on service providers' security, availability, continuity, retention, deletion, audit, and compliance arrangements, but does not guarantee that any third-party tool, platform, system, or provider will operate without interruption, error, delay, unauthorised access, data loss, or other incident.

10.16 Individuals may contact Aaran Beattie at contact@aarabeattie.com to ask reasonable questions about forms, enquiries, online tools, or service providers used in connection with their personal data. Aaran Beattie may provide further information where required by law and where disclosure would not compromise security, confidentiality, commercial sensitivity, legal privilege, contractual obligations, or the rights and freedoms of others.

11. Calls, meetings, recordings, transcripts, notes, and summaries

11.1 Aaran Beattie may process personal data in connection with calls, meetings, consultations, interviews, workshops, presentations, reviews, demonstrations, briefings, negotiations, follow-up discussions, and other spoken, written, video, or online interactions.

11.2 Such processing may include arranging, scheduling, conducting, recording, transcribing, summarising, reviewing, analysing, storing, archiving, retrieving, sharing, and otherwise using information relating to calls, meetings, and related communications.

11.3 Calls and meetings may be recorded automatically or manually where lawful and appropriate. Recordings may include audio, video, screen sharing, chat messages, captions, participant names, email addresses, telephone numbers, attendance details, timestamps, files, documents, materials, and any information spoken, displayed, shared, uploaded, or otherwise made available during the call or meeting.

11.4 Recordings, transcripts, notes, and summaries may be created for purposes including: (a) accuracy; (b) record-keeping; (c) service delivery; (d) preparation of advice, analysis, reports, recommendations, proposals, or other outputs; (e) continuity between meetings; (f) follow-up actions; (g) internal organisation; (h) quality control; (i) legal, contractual, commercial, or evidential protection; (j) dispute handling; (k) compliance, audit, insurance, or risk management.

11.5 Aaran Beattie may use automated transcription, summarisation, note-taking, recording, search, indexing, document-processing, productivity, artificial intelligence-enabled, or similar tools to assist with the creation, organisation, review, analysis, storage, retrieval, and use of recordings, transcripts, notes, summaries, and related materials.

11.6 Where notice, consent, or another legal basis is required for recording, transcription, or related processing, Aaran Beattie will take reasonable steps to provide such notice, obtain such consent, or rely on another lawful basis or legal condition where available under applicable law.

11.7 Participants are responsible for deciding what information they disclose during calls and meetings. Participants should not disclose unnecessary personal data, confidential information, special category data, criminal offence data, trade secrets, privileged material, or information about third parties unless disclosure is authorised, lawful, relevant, and reasonably necessary for the relevant interaction.

11.8 Where a participant provides, displays, uploads, or discusses personal data relating to another person during a call or meeting, that participant should ensure that they have lawful authority to do so and, where required, that the relevant person has received appropriate information about the processing of their personal data.

11.9 Aaran Beattie may decline to proceed with, restrict, pause, stop, delete, edit, redact, or limit the use of a recording, transcript, note, summary, or related material where it

appears unlawful, excessive, irrelevant, inaccurate, sensitive, confidential, technically defective, unnecessary, or otherwise inappropriate.

11.10 A request not to be recorded, transcribed, summarised, or noted will be considered in accordance with applicable law, the nature of the interaction, the purpose of the processing, the interests of all participants, contractual requirements, legal obligations, and Aaran Beattie's legitimate interests in maintaining accurate records and protecting legal, commercial, evidential, and operational interests.

11.11 Where a participant objects to recording or transcription, Aaran Beattie may offer an alternative arrangement where reasonably practicable, such as a non-recorded call, written communication, manual notes, or rescheduling. Aaran Beattie may decline to proceed with a call, meeting, consultation, service, or relationship where adequate records cannot reasonably be maintained.

11.12 Recordings, transcripts, notes, and summaries may be stored with other business records, client records, communications, files, project materials, legal records, administrative records, or archived records. They may be retained for as long as reasonably necessary for the purposes described in this Privacy Policy, subject to the retention provisions of this Privacy Policy and applicable law.

11.13 Access to recordings, transcripts, notes, and summaries may be restricted to Aaran Beattie, authorised personnel, contractors, service providers, advisers, or other persons who require access for the purposes described in this Privacy Policy, subject to appropriate confidentiality, security, contractual, or legal safeguards where applicable.

11.14 Recordings, transcripts, notes, and summaries may be shared where reasonably necessary with clients, client representatives, service providers, professional advisers, insurers, regulators, public authorities, courts, tribunals, counterparties, successor entities, group companies, or other persons where permitted by law and relevant to the purposes described in this Privacy Policy.

11.15 Aaran Beattie may create internal notes, comments, working papers, summaries, action lists, decision records, analysis records, and other materials based on calls, meetings, recordings, transcripts, documents, and communications. Such materials may reflect professional judgement, working impressions, analysis, advice, risk assessment, prioritisation, or other internal or service-related content.

11.16 Recordings, transcripts, notes, and summaries may contain errors, omissions, inaccuracies, incomplete statements, misheard content, transcription errors, automated processing errors, contextual misunderstandings, or informal comments. Aaran Beattie may correct, annotate, summarise, rely upon, or disregard such materials as appropriate in the circumstances.

11.17 Aaran Beattie does not guarantee that every call, meeting, communication, or interaction will be recorded, transcribed, summarised, preserved, reviewed, or retained. Failure to create or retain a recording, transcript, note, or summary will not, by itself, affect any contract, instruction, communication, record, right, obligation, or legal position.

11.18 Where a recording, transcript, note, or summary includes information subject to confidentiality, privilege, contractual restriction, or other legal protection, Aaran Beattie may restrict access, disclosure, correction, deletion, or other handling of that material to protect

legal rights, confidentiality obligations, commercial interests, or the rights and freedoms of others.

11.19 Aaran Beattie may use information from calls, meetings, recordings, transcripts, notes, and summaries to prepare outputs, reports, advice, recommendations, correspondence, proposals, internal documents, records, and follow-up materials, provided that such use is consistent with the relevant purpose, engagement, lawful basis, and applicable law.

11.20 Nothing in this section requires Aaran Beattie to disclose internal notes, privileged material, confidential business records, legally protected material, third-party information, or other information where disclosure is not required by applicable law or would adversely affect legal rights, confidentiality, security, commercial interests, or the rights and freedoms of others.

12. Communications, business records, and secure archiving

12.1 Aaran Beattie may process personal data in connection with communications, business records, administrative records, client records, technical records, legal records, financial records, consent records, security records, and other records created, received, maintained, archived, or otherwise processed in connection with the website, services, enquiries, relationships, and business activities.

12.2 Communications may include: (a) emails; (b) messages; (c) letters; (d) form submissions; (e) call records; (f) meeting records; (g) video conference records; (h) social media messages; (i) scheduling communications; (j) documents, files, screenshots, attachments, links, notes, transcripts, summaries, and related metadata.

12.3 Business records may include: (a) enquiry records; (b) client and prospective client records; (c) contracts, engagement terms, proposals, scopes, and statements of work; (d) invoices, payment records, tax records, accounting records, and financial administration records; (e) supplier, adviser, contractor, staff, applicant, and counterparty records; (f) consent, preference, opt-out, complaint, and privacy request records; (g) internal notes, working papers, reports, analyses, recommendations, logs, audit trails, and administrative files.

12.4 Communications and business records may be created, stored, copied, indexed, searched, organised, retrieved, analysed, secured, backed up, archived, exported, transferred, deleted, or otherwise processed using email systems, cloud storage, document management systems, communications platforms, productivity tools, customer relationship management tools, accounting systems, security tools, artificial intelligence-enabled tools, and other service providers or technical systems.

12.5 Aaran Beattie may maintain secure archives of communications and records for purposes including: (a) business continuity; (b) accurate record-keeping; (c) service delivery; (d) relationship management; (e) legal, contractual, commercial, financial, and evidential protection; (f) compliance with tax, accounting, regulatory, data protection, and other obligations; (g) dispute prevention, investigation, handling, settlement, or defence; (h) quality control, internal review, and operational improvement.

12.6 Communications may be archived automatically or manually. This may include inbound and outbound emails, form submissions, call records, meeting records, messages, attachments, metadata, system logs, delivery records, read or response records, and related records generated by communications, storage, or productivity systems.

12.7 Records may be retained even where an enquiry does not result in services being provided, where a prospective client does not become a client, where a client relationship ends, where a communication appears informal, or where no immediate action is taken, provided that continued retention is lawful and reasonably connected with the purposes described in this Privacy Policy.

12.8 Aaran Beattie may retain records to preserve evidence of instructions, advice, decisions, warnings, assumptions, limitations, consents, refusals, objections, requests, disclosures, communications, work performed, services declined, contractual matters, financial matters, complaints, disputes, and other relevant facts or circumstances.

12.9 Archived records may include information that is no longer actively used but remains retained for legal, contractual, administrative, evidential, security, accounting, tax, audit, compliance, continuity, or legitimate business purposes.

12.10 Access to communications and archived records may be restricted to Aaran Beattie, authorised personnel, contractors, service providers, professional advisers, insurers, regulators, public authorities, courts, tribunals, successor entities, group companies, or other persons who require access for a purpose described in this Privacy Policy or where otherwise permitted by law.

12.11 Aaran Beattie may use search, indexing, filtering, tagging, categorisation, summarisation, transcription, analytics, artificial intelligence-enabled tools, and other technical functions to locate, organise, understand, manage, retrieve, review, protect, or use communications and records.

12.12 Communications and records may be stored together with related files, notes, transcripts, recordings, summaries, documents, project materials, client materials, financial records, legal records, consent records, and system records where necessary or appropriate for context, continuity, administration, compliance, or protection of legitimate interests.

12.13 Aaran Beattie may create internal records, notes, assessments, logs, summaries, working papers, and other materials based on communications, documents, files, calls, meetings, recordings, transcripts, and service-related information. Such materials may include internal analysis, professional judgement, operational context, risk assessment, legal or commercial considerations, and other information generated in the course of business activities.

12.14 Aaran Beattie will take reasonable steps to protect communications and records against unauthorised access, loss, misuse, alteration, disclosure, or destruction, using measures appropriate to the nature of the data, the systems used, the risks presented, and the resources reasonably available.

12.15 Secure archiving does not guarantee that every communication, record, file, attachment, message, recording, transcript, note, or item of metadata will be preserved indefinitely or recoverable in every circumstance. Records may be deleted, overwritten, corrupted, lost, archived, restricted, redacted, exported, migrated, or otherwise affected by system settings, provider limitations, retention controls, technical faults, security incidents, lawful deletion, or ordinary business administration.

12.16 Aaran Beattie may delete, redact, restrict, anonymise, de-identify, archive, or retain communications and records where necessary or appropriate for data minimisation, security, confidentiality, legal compliance, storage management, accuracy, dispute handling, or the protection of rights and interests.

12.17 A request for deletion, erasure, access, rectification, restriction, portability, objection, or withdrawal of consent will be handled in accordance with applicable data protection law.

Such a request will not automatically require deletion or disclosure of communications or records where continued retention, restriction, redaction, refusal, or limited disclosure is lawful.

12.18 Communications and records may contain confidential information, personal data relating to third parties, legally privileged material, commercially sensitive information, security-sensitive information, internal working materials, or information subject to contractual or legal restrictions. Aaran Beattie may restrict disclosure, redact information, or refuse a request where permitted by applicable law.

12.19 Where communications or records relate to a client organisation, employer, principal, or other third party, Aaran Beattie may need to take reasonable steps to determine whether a request should be handled by Aaran Beattie, by that organisation, or in consultation with another controller or relevant party.

12.20 Nothing in this section limits Aaran Beattie's ability to maintain records where necessary or appropriate for legal compliance, contractual performance, service delivery, business continuity, financial administration, insurance, audit, security, dispute handling, legal claims, or the protection of legitimate interests.

13. Client, prospective client, organisational, and third-party data

13.1 Aaran Beattie may process personal data relating to clients, prospective clients, client representatives, organisational contacts, staff, contractors, suppliers, customers, stakeholders, advisers, counterparties, and other third parties in connection with enquiries, consultations, proposals, services, communications, records, administration, and related business activities.

13.2 Personal data may be processed where it is provided by or on behalf of a client, prospective client, employer, principal, organisation, representative, adviser, referrer, supplier, contractor, or other third party. This may include information contained in emails, messages, calls, meetings, recordings, transcripts, notes, documents, files, reports, datasets, screenshots, exports, systems, contracts, policies, financial materials, operational materials, or other business records.

13.3 Client and prospective client data may include information about the individual or organisation requesting, considering, receiving, or discussing services, including contact details, role, authority, business needs, commercial context, organisational structure, operational issues, strategic objectives, priorities, constraints, decisions, communications, instructions, preferences, and service history.

13.4 Organisational data may include personal data relating to founders, owners, directors, partners, officers, employees, workers, contractors, consultants, suppliers, customers, prospects, users, stakeholders, investors, advisers, representatives, and other individuals connected with an organisation.

13.5 Third-party data may include personal data relating to persons who have not directly interacted with Aaran Beattie but whose information is provided, discussed, displayed, referenced, analysed, reviewed, or otherwise processed in connection with a client matter, prospective engagement, communication, document, dataset, record, or business activity.

13.6 Aaran Beattie may process client, prospective client, organisational, and third-party data for purposes including: (a) assessing enquiries; (b) understanding organisational context; (c) scoping, pricing, proposing, or providing services; (d) conducting analysis, advisory, consulting, strategic, operational, systems, commercial, or administrative work; (e) preparing notes, summaries, reports, recommendations, outputs, or working materials; (f) maintaining accurate records; (g) managing communications and relationships; (h) protecting legal, contractual, commercial, evidential, and security interests.

13.7 Where personal data is provided by or on behalf of a client, prospective client, employer, principal, organisation, or representative, that person or organisation is responsible for ensuring, where applicable, that it has lawful authority to disclose the personal data to Aaran Beattie and that relevant individuals have received appropriate privacy information.

13.8 Aaran Beattie may rely on the person or organisation providing personal data to ensure that such data is accurate, relevant, proportionate, lawful to disclose, and

reasonably necessary for the relevant enquiry, service, communication, project, or business purpose.

13.9 Aaran Beattie is not responsible for verifying the accuracy, completeness, lawfulness, authority, or relevance of all personal data provided by clients, prospective clients, organisations, representatives, or third parties, except to the extent required by applicable law or expressly agreed in writing.

13.10 Clients, prospective clients, organisations, and representatives should avoid providing personal data that is unnecessary, excessive, irrelevant, unlawfully obtained, confidential without authority, privileged without authority, or otherwise inappropriate for the relevant enquiry, service, communication, or matter.

13.11 Where personal data relating to third parties is included in client materials, organisational records, communications, recordings, transcripts, notes, datasets, or other information, Aaran Beattie may process that personal data where reasonably necessary for the relevant purpose and where a lawful basis or other legal permission applies.

13.12 Aaran Beattie may restrict, redact, delete, return, decline to review, or decline to process client, prospective client, organisational, or third-party data where it appears excessive, irrelevant, inaccurate, unlawfully provided, technically unsafe, confidential without authority, privileged without authority, outside scope, or otherwise inappropriate.

13.13 Where Aaran Beattie processes personal data on behalf of a client as processor, the relevant processing will be governed by the applicable contract, data processing agreement, written instructions, and section 19 of this Privacy Policy. Where Aaran Beattie determines the purposes and means of processing, Aaran Beattie may act as controller in respect of that processing.

13.14 Aaran Beattie may process personal data relating to individuals within or connected to a client organisation for relationship management, service delivery, communications, analysis, records, billing, administration, legal compliance, risk management, and protection of legitimate interests.

13.15 Personal data supplied in connection with one enquiry, service, relationship, organisation, or matter may be retained and used in connection with related enquiries, services, relationships, records, disputes, legal claims, administration, or future interactions where lawful and reasonably relevant.

13.16 Aaran Beattie may process organisational and third-party data using service providers, technical tools, communications systems, cloud storage, document systems, analytics tools, artificial intelligence-enabled tools, transcription tools, summarisation tools, and other systems described in this Privacy Policy.

13.17 Where client, organisational, or third-party data is confidential, commercially sensitive, legally privileged, or subject to contractual restrictions, Aaran Beattie will handle such information in accordance with applicable legal obligations, contractual terms, confidentiality obligations, and the security and confidentiality provisions of this Privacy Policy.

13.18 Aaran Beattie may disclose client, prospective client, organisational, or third-party data where permitted by law and reasonably necessary to service providers, professional

advisers, insurers, regulators, public authorities, courts, tribunals, counterparties, successor entities, group companies, or other persons for the purposes described in this Privacy Policy.

13.19 Where an individual makes a request relating to personal data connected with a client, prospective client, organisation, employer, principal, or other third party, Aaran Beattie may need to consider the rights, duties, interests, confidentiality obligations, and legal position of that organisation or third party before responding.

13.20 Nothing in this section requires Aaran Beattie to accept, review, process, retain, disclose, return, or act upon personal data provided by a client, prospective client, organisation, representative, or third party where doing so would be unlawful, inappropriate, outside scope, contrary to legal obligations, contrary to contractual rights, prejudicial to legal claims, or inconsistent with legitimate business interests.

14. Staff, contractors, applicants, and internal users

14.1 Aaran Beattie may process personal data relating to staff, workers, contractors, consultants, freelancers, applicants, prospective applicants, referees, emergency contacts, service providers, authorised users, and other persons involved in supporting or delivering the website, services, records, administration, and business activities.

14.2 Personal data processed under this section may include: (a) names, contact details, addresses, dates of birth, identification details, right to work information, tax information, payment details, bank details, national insurance numbers, employment history, education, qualifications, skills, experience, professional memberships, references, application materials, interview notes, assessment records, availability, compensation expectations, role details, work records, performance information, absence information, conduct information, training records, disciplinary records, grievance records, termination records, and related communications; (b) system access records, account details, authentication data, device information, usage logs, security records, audit trails, permissions, activity records, and records generated through work-related tools, platforms, devices, or systems.

14.3 Such personal data may be processed for purposes including: (a) recruitment, selection, assessment, onboarding, engagement, management, supervision, payment, administration, training, performance review, work allocation, security, compliance, dispute handling, and termination; (b) managing contractors, consultants, freelancers, service providers, authorised users, and other persons who access systems, records, communications, client materials, or business information; (c) protecting confidential information, business records, client information, systems, devices, accounts, intellectual property, legal rights, and legitimate business interests.

14.4 Aaran Beattie may process applicant and recruitment data to assess suitability, verify information, communicate about opportunities, conduct interviews, obtain references, carry out lawful checks, make decisions about appointment or engagement, maintain recruitment records, respond to queries, and comply with legal or regulatory obligations.

14.5 Aaran Beattie may process staff, contractor, consultant, freelancer, and internal user data to create and manage accounts, allocate access rights, monitor system use, secure systems, investigate incidents, maintain audit trails, administer payments, manage workloads, record work performed, assess performance, support continuity, enforce policies, and protect legal, contractual, commercial, security, and evidential interests.

14.6 Personal data relating to staff, contractors, consultants, freelancers, applicants, and internal users may be obtained directly from the individual, from referees, former employers, clients, professional advisers, public sources, recruitment platforms, verification providers, service providers, system logs, communications, work records, or other persons or systems relevant to the relationship.

14.7 Aaran Beattie may use service providers and technical systems to process staff, contractor, applicant, and internal user data, including email systems, cloud storage, document management systems, payroll or payment systems, accounting systems, recruitment tools, communications tools, video conferencing tools, productivity tools,

project management tools, security tools, access management tools, artificial intelligence-enabled tools, and other operational systems.

14.8 Where staff, contractors, consultants, freelancers, or internal users are granted access to personal data, client materials, communications, records, systems, or business information, such access may be limited, monitored, recorded, revoked, or audited where reasonably necessary for security, confidentiality, accountability, compliance, business continuity, service delivery, or protection of legitimate interests.

14.9 Staff, contractors, consultants, freelancers, service providers, and authorised users may be required to comply with confidentiality obligations, data protection obligations, security requirements, acceptable use rules, access controls, instructions, contractual terms, policies, or other requirements applicable to their role, access, work, or relationship with Aaran Beattie.

14.10 Aaran Beattie may monitor, review, search, access, preserve, restrict, disclose, or delete communications, files, records, accounts, devices, system activity, usage logs, and work-related materials used or created by staff, contractors, consultants, freelancers, service providers, or authorised users where lawful and reasonably necessary for security, continuity, service delivery, compliance, investigation, dispute handling, legal claims, or protection of legitimate interests.

14.11 Staff, contractors, consultants, freelancers, applicants, and internal users should avoid submitting or storing unnecessary, excessive, unlawful, irrelevant, confidential without authority, privileged without authority, or inappropriate personal data through systems, tools, accounts, devices, or communications used in connection with Aaran Beattie's business activities.

14.12 Where staff, contractors, consultants, freelancers, applicants, or internal users provide personal data relating to another person, including referees, emergency contacts, dependants, representatives, colleagues, clients, suppliers, or other contacts, they should ensure that they have lawful authority to provide that data and that the relevant person has received appropriate privacy information where required.

14.13 Aaran Beattie may disclose staff, contractor, applicant, or internal user data to service providers, clients, prospective clients, professional advisers, insurers, banks, payment providers, accountants, legal advisers, tax advisers, referees, former employers, regulators, public authorities, courts, tribunals, counterparties, successor entities, group companies, or other persons where lawful and reasonably necessary for the purposes described in this Privacy Policy.

14.14 Separate employment, contractor, applicant, workplace, system-use, or internal privacy notices, policies, contracts, or instructions may apply to particular staff, workers, contractors, consultants, freelancers, applicants, authorised users, or internal users. Where such documents apply, they may supplement or modify this Privacy Policy in relation to the relevant relationship or processing activity.

14.15 Nothing in this section creates any employment, worker, contractor, agency, partnership, fiduciary, representative, or similar relationship where such relationship does not otherwise exist under the relevant contract, engagement, arrangement, or applicable law.

14.16 Aaran Beattie may retain staff, contractor, applicant, and internal user data for as long as reasonably necessary for recruitment, employment, engagement, payment, administration, security, legal compliance, tax, accounting, insurance, audit, dispute handling, reference, legal claims, business continuity, or protection of legitimate interests.

14.17 Requests by staff, contractors, consultants, freelancers, applicants, or internal users relating to their personal data will be handled in accordance with applicable data protection law and any more specific notice, contract, policy, or procedure applicable to the relevant relationship.

14.18 Aaran Beattie may restrict, redact, withhold, retain, or continue processing staff, contractor, applicant, or internal user data where permitted by applicable law, including where necessary to protect confidential information, legal privilege, management information, internal records, investigation material, commercial interests, legal claims, security, or the rights and freedoms of others.

15. Special category data, criminal offence data, and sensitive information

15.1 Aaran Beattie does not ordinarily seek to collect special category data, criminal offence data, or other sensitive personal information unless such information is necessary, relevant, and lawful for a specific purpose connected with an enquiry, service, communication, record, legal obligation, dispute, staff matter, contractor matter, applicant matter, or other business activity.

15.2 Special category data may include personal data revealing or concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data used for identification, health, disability, sex life, or sexual orientation.

15.3 Criminal offence data may include personal data relating to criminal convictions, offences, allegations, proceedings, related security measures, suspected offences, investigations, safeguarding issues, fraud, regulatory breaches, or other information treated as criminal offence data under applicable data protection law.

15.4 Sensitive information may include personal data or confidential information relating to personal circumstances, health, disability, wellbeing, family matters, employment matters, workplace issues, disciplinary matters, grievances, complaints, disputes, finances, debt, vulnerability, safeguarding, legal matters, privileged communications, commercial sensitivity, trade secrets, security information, or information about third parties.

15.5 Special category data, criminal offence data, or sensitive information may be received or generated where it is included in forms, emails, messages, calls, meetings, recordings, transcripts, notes, summaries, documents, datasets, reports, screenshots, files, client materials, staff records, contractor records, applicant records, complaints, disputes, legal matters, or other communications or records.

15.6 Individuals, clients, prospective clients, organisations, representatives, staff, contractors, applicants, and other persons should not provide special category data, criminal offence data, or sensitive information unless it is lawful, authorised, relevant, proportionate, and reasonably necessary for the relevant purpose.

15.7 Where a person provides special category data, criminal offence data, or sensitive information relating to another individual, that person should ensure that they have lawful authority to provide it and, where required, that the relevant individual has received appropriate privacy information and any required notice or consent has been obtained.

15.8 Aaran Beattie may process special category data where a lawful basis under applicable data protection law applies and an additional condition for processing special category data is satisfied. Such conditions may include: (a) explicit consent; (b) processing necessary for employment, social security, or social protection obligations where relevant; (c) processing necessary to protect vital interests where the relevant individual cannot give consent; (d) processing relating to personal data manifestly made public by the individual; (e) processing necessary for the establishment, exercise, or defence of legal claims; (f)

processing necessary for reasons of substantial public interest where permitted by law; (g) another condition available under applicable data protection law.

15.9 Aaran Beattie may process criminal offence data only where permitted by applicable data protection law and where an appropriate lawful basis and additional legal condition apply. Such processing may be relevant to security, fraud prevention, safeguarding, recruitment, contractor checks, legal claims, regulatory matters, disputes, compliance, risk management, or protection of legal, contractual, commercial, or evidential interests.

15.10 Aaran Beattie may process sensitive information where necessary or appropriate for purposes including: (a) assessing and responding to enquiries; (b) providing services; (c) maintaining accurate records; (d) managing staff, contractor, applicant, supplier, client, or business relationships; (e) complying with legal obligations; (f) protecting confidentiality, privilege, security, and legal rights; (g) handling complaints, disputes, investigations, claims, insurance matters, or regulatory matters; (h) preventing fraud, misuse, unlawful conduct, or unauthorised access.

15.11 Aaran Beattie may restrict, redact, delete, return, decline to review, decline to process, or limit access to special category data, criminal offence data, or sensitive information where it appears excessive, irrelevant, inaccurate, unlawfully provided, outside scope, confidential without authority, privileged without authority, technically unsafe, or otherwise inappropriate.

15.12 Aaran Beattie may retain special category data, criminal offence data, or sensitive information where lawful and reasonably necessary for legal compliance, contractual performance, service delivery, employment or contractor administration, safeguarding, security, audit, insurance, tax, accounting, complaints, disputes, legal claims, evidential protection, or other legitimate business purposes.

15.13 Access to special category data, criminal offence data, and sensitive information may be restricted to Aaran Beattie, authorised personnel, contractors, service providers, professional advisers, insurers, regulators, public authorities, courts, tribunals, successor entities, group companies, or other persons who require access for a lawful purpose described in this Privacy Policy.

15.14 Where special category data, criminal offence data, or sensitive information is processed using service providers, online tools, artificial intelligence-enabled tools, transcription tools, recording tools, document systems, communications systems, cloud storage, or other technical systems, Aaran Beattie will seek to apply safeguards appropriate to the nature of the information and the risks involved.

15.15 Aaran Beattie does not intentionally use special category data or criminal offence data for general marketing, profiling, analytics, heat mapping, or session recording purposes, unless a lawful basis and any required additional condition, consent, notice, or exemption applies.

15.16 Where special category data, criminal offence data, or sensitive information forms part of a communication, recording, transcript, note, summary, file, or business record, Aaran Beattie may retain the relevant record in full or in part where redaction, deletion, or separation would be impracticable, disproportionate, legally inappropriate, or harmful to context, accuracy, evidence, continuity, legal rights, or legitimate interests.

15.17 A request relating to special category data, criminal offence data, or sensitive information will be considered in accordance with applicable data protection law. Aaran Beattie may restrict, redact, withhold, retain, or continue processing such information where permitted by law, including where necessary to protect legal privilege, confidentiality, security, legal claims, commercial interests, public interests, or the rights and freedoms of others.

15.18 Nothing in this section requires Aaran Beattie to accept, solicit, process, disclose, retain, delete, or act upon special category data, criminal offence data, or sensitive information where doing so would be unlawful, unnecessary, excessive, outside scope, contrary to legal or contractual obligations, prejudicial to legal claims, or inconsistent with legitimate business interests.

16. Children's data

16.1 The website, services, communications, and business activities operated by or on behalf of Aaran Beattie are not directed at children and are intended for use by adults, businesses, organisations, professional contacts, clients, prospective clients, suppliers, contractors, applicants, and other persons acting in a professional, commercial, organisational, or otherwise lawful capacity.

16.2 Aaran Beattie does not knowingly seek to collect personal data from children through the website, online services, forms, analytics tools, enquiries, consultations, or other business activities, unless such processing is lawful, relevant, proportionate, and reasonably necessary for a specific purpose.

16.3 Children should not submit personal data through the website, forms, online tools, communications, or services without appropriate involvement, authority, or consent from a parent, guardian, or other person with parental responsibility where required by applicable law.

16.4 Personal data relating to children may be received incidentally where it is included in communications, documents, calls, meetings, recordings, transcripts, notes, client materials, staff records, applicant records, safeguarding matters, disputes, legal matters, or other information provided to or generated by Aaran Beattie.

16.5 Where a client, prospective client, organisation, representative, staff member, contractor, applicant, or other person provides personal data relating to a child, that person is responsible for ensuring that the disclosure is lawful, authorised, relevant, proportionate, and reasonably necessary, and that any required notices, consents, permissions, or safeguards have been provided or obtained.

16.6 Aaran Beattie may process children's personal data where necessary or appropriate for purposes including: (a) responding to communications or enquiries; (b) providing services; (c) maintaining records; (d) managing staff, contractor, applicant, client, or organisational matters; (e) complying with legal obligations; (f) handling safeguarding concerns, complaints, disputes, legal claims, or regulatory matters; (g) protecting legal, contractual, commercial, security, or evidential interests.

16.7 Aaran Beattie may restrict, redact, delete, return, decline to review, decline to process, or limit access to children's personal data where it appears unnecessary, excessive, irrelevant, unlawfully provided, outside scope, sensitive, inappropriate, or otherwise unsuitable for the relevant purpose.

16.8 Where Aaran Beattie becomes aware that personal data has been provided by or about a child in circumstances that appear unlawful, unauthorised, excessive, or unnecessary, reasonable steps may be taken to delete, restrict, redact, anonymise, or otherwise manage that personal data, subject to any lawful basis for retention or further processing.

16.9 Children's personal data will not knowingly be used for direct marketing, behavioural advertising, general profiling, or non-essential analytics unless a lawful basis, any required consent, and all applicable safeguards are in place.

16.10 Requests relating to children's personal data may be made by a person with appropriate authority, including a parent, guardian, person with parental responsibility, legally authorised representative, or the child where applicable law allows the child to exercise their own rights. Aaran Beattie may require evidence of identity, authority, parental responsibility, or legal entitlement before acting on such a request.

16.11 Nothing in this section requires Aaran Beattie to disclose, delete, restrict, or otherwise act upon children's personal data where doing so would be unlawful, contrary to safeguarding considerations, prejudicial to legal claims, inconsistent with legal obligations, harmful to the rights and freedoms of others, or otherwise not required by applicable law.

17. Sharing personal data with suppliers, advisers, authorities, and counterparties

17.1 Aaran Beattie may share, disclose, make available, transmit, transfer, or otherwise provide access to personal data where lawful and reasonably necessary for the purposes described in this Privacy Policy.

17.2 Personal data may be shared with service providers, suppliers, contractors, subcontractors, consultants, platform providers, hosting providers, cloud storage providers, communications providers, email providers, form-processing providers, analytics providers, heat mapping providers, session recording providers, security providers, payment providers, accounting providers, transcription providers, artificial intelligence-enabled tool providers, productivity software providers, customer relationship management providers, and other technical or operational providers used from time to time.

17.3 Personal data may be shared with professional advisers and support providers, including accountants, bookkeepers, auditors, legal advisers, tax advisers, consultants, insurers, brokers, banks, payment processors, debt recovery providers, dispute resolution providers, and other persons engaged to advise, support, protect, administer, or assist Aaran Beattie.

17.4 Personal data may be shared with clients, prospective clients, client representatives, employers, principals, counterparties, suppliers, contractors, referrers, advisers, attendees, participants, and other persons involved in the relevant enquiry, communication, meeting, consultation, project, service, contract, dispute, transaction, or business relationship.

17.5 Personal data may be shared with public authorities, regulators, supervisory authorities, law enforcement bodies, courts, tribunals, government departments, tax authorities, enforcement agencies, ombudsmen, dispute resolution bodies, professional bodies, or other persons where required or permitted by law.

17.6 Personal data may be shared where necessary or appropriate to: (a) operate, secure, maintain, analyse, and improve the website, online services, forms, systems, and records; (b) receive, respond to, and manage enquiries and communications; (c) provide, administer, evidence, and improve services; (d) arrange, record, transcribe, summarise, and document calls and meetings; (e) process payments, invoices, accounting records, tax records, and financial administration; (f) obtain advice, insurance, support, or professional services; (g) comply with legal, regulatory, tax, accounting, contractual, or reporting obligations; (h) prevent, detect, investigate, or respond to fraud, misuse, unlawful conduct, security incidents, technical issues, complaints, disputes, or claims; (i) protect legal, contractual, commercial, financial, security, reputational, evidential, or legitimate interests.

17.7 Personal data may be shared with counterparties and other relevant persons in connection with contracts, negotiations, transactions, complaints, disputes, investigations, insurance matters, legal claims, enforcement, settlement discussions, regulatory matters, or other proceedings.

17.8 Personal data may be shared with a purchaser, seller, investor, lender, funder, adviser, successor, assignee, transferee, insolvency practitioner, group company, affiliate, incorporated entity, or other relevant person in connection with any actual or proposed incorporation, restructuring, merger, acquisition, sale, transfer, assignment, financing, investment, due diligence, insolvency, succession, or reorganisation involving Aaran Beattie's business, assets, services, contracts, records, website, operations, or related activities.

17.9 Where personal data is shared with a service provider acting as processor, Aaran Beattie will seek to ensure that the provider is subject to appropriate contractual obligations requiring it to process personal data only in accordance with instructions, apply appropriate security measures, and support compliance with applicable data protection law.

17.10 Where personal data is shared with a person or organisation acting as an independent controller, that person or organisation will be responsible for its own compliance with applicable data protection law in relation to the personal data it receives and processes.

17.11 Where personal data is shared with another controller, joint controller, or processor in connection with a client, organisation, employer, principal, or third party, Aaran Beattie may take reasonable steps to identify the relevant roles and responsibilities, having regard to the nature of the processing, the relationship between the parties, and the applicable contractual or legal arrangements.

17.12 Personal data may be disclosed without prior notice to the relevant individual where such disclosure is required or permitted by law, necessary to comply with a binding request, necessary to protect legal rights, necessary to prevent or investigate wrongdoing, or where prior notice would be unlawful, impracticable, prejudicial, or inconsistent with the relevant purpose.

17.13 Aaran Beattie does not sell personal data in the ordinary meaning of selling data for monetary consideration. Personal data may, however, form part of business records, client records, website records, systems, assets, contracts, or goodwill transferred in connection with an actual or proposed business sale, incorporation, restructuring, succession, or similar transaction where lawful.

17.14 Personal data shared with service providers may be processed in the United Kingdom or in other countries, depending on the provider, system, infrastructure, support arrangements, and technical configuration. International transfers will be handled in accordance with section 20 of this Privacy Policy.

17.15 Aaran Beattie may restrict, redact, anonymise, aggregate, de-identify, summarise, or otherwise limit personal data before sharing it where appropriate and reasonably practicable, having regard to the purpose of the sharing, the sensitivity of the information, legal obligations, confidentiality, security, and the rights and freedoms of others.

17.16 Nothing in this section requires Aaran Beattie to disclose personal data where disclosure would be unlawful, unnecessary, excessive, disproportionate, confidential without authority, prejudicial to legal claims, contrary to legal privilege, harmful to security, commercially inappropriate, or inconsistent with the rights and freedoms of others.

18. Group sharing, business transfers, restructuring, and succession

18.1 Aaran Beattie may process and share personal data in connection with any actual, proposed, or potential change to trading status, ownership, business structure, operating structure, legal identity, assets, contracts, services, website, records, systems, group arrangements, or succession arrangements.

18.2 Personal data may be shared with, transferred to, accessed by, or otherwise processed by any successor, assignee, transferee, purchaser, investor, lender, funder, incorporated entity, group company, affiliate, parent undertaking, subsidiary undertaking, associated undertaking, trading vehicle, service company, holding company, management company, adviser, insurer, insolvency practitioner, restructuring professional, or other person involved in an actual, proposed, or potential business transfer, restructuring, incorporation, succession, investment, financing, merger, acquisition, sale, assignment, reorganisation, or similar transaction.

18.3 Such processing may be carried out for purposes including: (a) due diligence; (b) valuation; (c) continuity of services; (d) continuity of communications; (e) preservation and transfer of records; (f) management of contracts and engagements; (g) migration of systems, files, accounts, and archives; (h) client, supplier, staff, contractor, and adviser administration; (i) compliance with legal, tax, accounting, regulatory, contractual, and reporting obligations; (j) protection of legal, commercial, financial, security, evidential, and legitimate interests.

18.4 Where Aaran Beattie operates through, establishes, joins, acquires, transfers activities to, or becomes part of a group structure, personal data may be shared within that group where lawful and reasonably necessary for the purposes described in this Privacy Policy.

18.5 Group sharing may include sharing personal data for: (a) central administration; (b) client and relationship management; (c) service delivery; (d) website, technology, hosting, security, and systems support; (e) communications, records, and archiving; (f) finance, accounting, billing, tax, audit, and reporting; (g) legal, regulatory, insurance, compliance, risk, and governance functions; (h) recruitment, staff, contractor, and internal user administration; (i) strategy, planning, restructuring, investment, acquisition, succession, and business continuity.

18.6 Personal data may be transferred as part of business assets, goodwill, records, systems, contracts, correspondence, intellectual property, client relationships, supplier relationships, staff or contractor arrangements, website assets, technical accounts, archives, or other materials connected with the relevant business or activity.

18.7 Personal data may continue to be processed by Aaran Beattie, a successor entity, an incorporated entity, a group company, an affiliate, or another relevant controller where necessary or appropriate to continue services, maintain records, perform contracts, administer relationships, comply with legal obligations, manage disputes, preserve evidence, protect rights, or conduct related business activities.

18.8 Where a new or different controller becomes responsible for personal data as a result of incorporation, restructuring, transfer, succession, acquisition, group formation, or similar arrangements, reasonable steps will be taken to make the identity of the relevant controller available where required by applicable law.

18.9 Where personal data is shared for due diligence, restructuring, investment, acquisition, financing, succession, insolvency, or similar purposes, access may be limited by confidentiality obligations, data rooms, redaction, aggregation, staged disclosure, access controls, contractual restrictions, professional duties, or other safeguards where appropriate.

18.10 Personal data may be shared before a transaction, restructuring, incorporation, transfer, or succession is completed where such sharing is lawful, proportionate, and reasonably necessary to assess, negotiate, plan, prepare, finance, implement, administer, or protect the relevant arrangement.

18.11 If a proposed transaction, restructuring, incorporation, transfer, or succession does not proceed, personal data disclosed for that purpose may still be retained by Aaran Beattie, advisers, counterparties, or other recipients where lawful and reasonably necessary for records, evidence, compliance, confidentiality, dispute handling, legal claims, audit, insurance, or legitimate business purposes.

18.12 Where group companies, successor entities, affiliates, purchasers, transferees, or other recipients act as independent controllers, they will be responsible for their own compliance with applicable data protection law in relation to personal data they receive and process.

18.13 Where group companies, successor entities, affiliates, purchasers, transferees, or other recipients process personal data on behalf of Aaran Beattie, Aaran Beattie will seek to ensure that appropriate contractual, technical, and organisational safeguards are in place where required by applicable data protection law.

18.14 Aaran Beattie may retain copies of personal data after a transfer, assignment, restructuring, incorporation, succession, or business change where lawful and reasonably necessary for legal compliance, tax, accounting, audit, insurance, records, disputes, legal claims, contractual rights, professional obligations, or legitimate business interests.

18.15 Nothing in this section permits personal data to be shared, transferred, sold, disclosed, or otherwise processed in a manner that would be unlawful, unfair, materially incompatible with the purposes described in this Privacy Policy, or contrary to applicable data protection law.

18.16 Nothing in this section requires Aaran Beattie to disclose details of confidential, commercially sensitive, legally privileged, security-sensitive, incomplete, proposed, or abandoned business arrangements where disclosure is not required by applicable law.

19. Controller, joint controller, and processor rules

19.1 Aaran Beattie may act as controller, joint controller, processor, or recipient of personal data depending on the nature of the relevant processing, the relationship between the parties, the purpose for which the personal data is processed, and the applicable contractual or legal arrangements.

19.2 Where Aaran Beattie determines the purposes for which, and the means by which, personal data is processed, Aaran Beattie will act as controller in respect of that processing. This may include processing relating to the website, enquiries, communications, client relationship management, records, analytics, service administration, billing, legal compliance, business operations, and protection of legitimate interests.

19.3 Where Aaran Beattie and another controller jointly determine the purposes and means of processing personal data, Aaran Beattie and that other controller may act as joint controllers in respect of that processing. Where required by applicable data protection law, the parties should determine their respective responsibilities for compliance, including responsibility for providing privacy information and responding to data subject requests.

19.4 Where Aaran Beattie processes personal data on behalf of a client or another controller and does not determine the relevant purposes and means of processing, Aaran Beattie may act as processor in respect of that processing. In such circumstances, the relevant processing should be governed by a contract, data processing agreement, written instructions, engagement terms, or other legally appropriate arrangement.

19.5 Where Aaran Beattie acts as processor, Aaran Beattie will process the relevant personal data in accordance with the controller's documented instructions, except where required to do otherwise by applicable law. Aaran Beattie may inform the controller where an instruction appears to be unlawful, inappropriate, unclear, technically impracticable, excessive, or inconsistent with the agreed services.

19.6 Where Aaran Beattie acts as processor, Aaran Beattie may use service providers, subcontractors, platforms, software, infrastructure, hosting, communications systems, artificial intelligence-enabled tools, analytics tools, transcription tools, storage systems, security systems, and other technical or operational resources to support the relevant services, subject to any applicable contractual restrictions and legal requirements.

19.7 Where Aaran Beattie appoints a sub-processor in connection with processing carried out as processor, Aaran Beattie will seek to ensure that appropriate contractual obligations apply to that sub-processor where required by applicable data protection law.

19.8 Where Aaran Beattie acts as processor, the relevant controller remains responsible for determining the lawful basis for the processing, providing required privacy information, handling data subject rights where applicable, ensuring that personal data is lawful to disclose, and giving lawful, clear, complete, and appropriate instructions.

19.9 Where a client, prospective client, organisation, employer, principal, or other controller provides personal data to Aaran Beattie, that person or organisation is responsible for ensuring that the disclosure is lawful, that any required transparency information has been provided, that any required consent or other legal permission has been obtained, and that the personal data is accurate, relevant, proportionate, and necessary for the relevant purpose.

19.10 Aaran Beattie may act as controller in respect of personal data received during or in connection with a processor engagement where that personal data is processed for Aaran Beattie's own purposes, including business administration, relationship management, records, security, billing, legal compliance, dispute handling, insurance, audit, service improvement, and protection of legal, contractual, commercial, evidential, or legitimate interests.

19.11 The fact that personal data is provided by a client or organisation does not, by itself, determine whether Aaran Beattie acts as controller, joint controller, or processor. The relevant role depends on the specific processing activity, the extent of discretion exercised, the purposes of the processing, the instructions given, and the surrounding circumstances.

19.12 Where Aaran Beattie receives a request from an individual relating to personal data processed on behalf of another controller, Aaran Beattie may refer the request to that controller, assist that controller where required by contract or law, or respond directly where Aaran Beattie is the relevant controller or otherwise legally required or permitted to respond.

19.13 Where Aaran Beattie receives a request from an individual relating to personal data connected with a client, employer, principal, organisation, or third party, Aaran Beattie may take reasonable steps to determine the appropriate controller, the relevant processing role, the rights and freedoms of other persons, confidentiality obligations, legal privilege, commercial sensitivity, security considerations, and any contractual or legal restrictions before responding.

19.14 Where Aaran Beattie acts as processor, Aaran Beattie may retain copies of personal data, records, communications, metadata, audit trails, logs, invoices, contracts, instructions, correspondence, or other materials where lawful and reasonably necessary for legal compliance, tax, accounting, audit, billing, insurance, dispute handling, legal claims, security, evidence, or protection of legitimate interests.

19.15 Where Aaran Beattie acts as controller and uses service providers to process personal data on Aaran Beattie's behalf, those service providers may act as processors. Aaran Beattie will seek to use providers that apply appropriate technical, organisational, contractual, and security safeguards.

19.16 Where service providers, platforms, software suppliers, analytics providers, payment providers, professional advisers, regulators, public authorities, clients, or counterparties determine their own purposes and means of processing personal data, they may act as independent controllers. Their processing may be governed by their own privacy notices, terms, policies, contracts, and legal obligations.

19.17 Aaran Beattie may decline or limit processing instructions, service requests, data handling requests, or disclosures where they appear unlawful, excessive, unclear, outside

scope, technically unsafe, commercially unreasonable, inconsistent with agreed terms, prejudicial to legal rights, or contrary to applicable data protection law.

19.18 Nothing in this section limits any controller, joint controller, processor, sub-processor, recipient, adviser, authority, service provider, or other role that may apply under applicable data protection law in relation to a specific processing activity.

20. International transfers

20.1 Personal data may be processed, stored, accessed, supported, hosted, transferred, or otherwise handled in the United Kingdom, the European Economic Area, and other countries, depending on the systems, service providers, infrastructure, support arrangements, communications, and business activities used from time to time.

20.2 Personal data is ordinarily intended to be processed and stored using trusted systems and service providers selected to support the website, communications, records, services, administration, security, and business operations. However, certain service providers, platforms, affiliates, group companies, advisers, counterparties, or technical support arrangements may involve access to, processing in, or storage of personal data outside the United Kingdom.

20.3 International transfers may occur in connection with: (a) website hosting; (b) cloud storage; (c) email and communications systems; (d) form-processing tools; (e) analytics, heat mapping, and session recording tools; (f) artificial intelligence-enabled tools; (g) transcription, summarisation, and productivity tools; (h) payment, accounting, security, customer relationship management, and document-management systems; (i) professional advice, client services, supplier support, group administration, business transfers, restructuring, or legal matters.

20.4 Where personal data is transferred outside the United Kingdom, Aaran Beattie will seek to ensure that the transfer is carried out in accordance with applicable data protection law and that appropriate safeguards are applied where required.

20.5 Appropriate safeguards may include: (a) transfer to a country, territory, sector, or international organisation covered by an adequacy regulation or adequacy decision recognised under applicable United Kingdom data protection law; (b) use of the United Kingdom International Data Transfer Agreement; (c) use of the United Kingdom Addendum to the European Commission Standard Contractual Clauses; (d) use of other standard contractual clauses, transfer mechanisms, certification schemes, codes of conduct, or legally recognised safeguards available under applicable law; (e) contractual, technical, organisational, security, access-control, encryption, pseudonymisation, minimisation, or supplementary measures appropriate to the transfer risk.

20.6 Personal data may be transferred outside the United Kingdom where a derogation or exception applies under applicable data protection law. Such circumstances may include where the transfer is necessary for the performance of a contract, necessary for pre-contractual steps taken at the individual's request, necessary for important reasons of public interest, necessary for the establishment, exercise, or defence of legal claims, necessary to protect vital interests, made from a public register, based on explicit consent, or otherwise permitted by law.

20.7 Some service providers may use global infrastructure, distributed support teams, international subcontractors, cloud regions, remote access arrangements, backup systems, disaster recovery systems, or technical support functions that result in personal data being accessed from or processed in more than one country.

20.8 Where service providers control their own international transfer arrangements, they may be responsible for ensuring that their transfers comply with applicable data protection law. Aaran Beattie may rely on provider terms, transfer documentation, certifications, security information, data processing terms, or other assurances where reasonable and appropriate.

20.9 Where Aaran Beattie acts as processor on behalf of another controller, international transfers may be governed by the relevant contract, data processing agreement, written instructions, sub-processing terms, or other arrangement between the parties. The controller may remain responsible for approving transfer arrangements where required by applicable law or contract.

20.10 Personal data shared with clients, prospective clients, representatives, advisers, authorities, counterparties, group companies, successor entities, or other recipients may be transferred outside the United Kingdom where those persons are located outside the United Kingdom or use systems, advisers, service providers, or infrastructure outside the United Kingdom.

20.11 Aaran Beattie may take reasonable steps to limit international transfers, restrict access, minimise personal data, redact information, anonymise or pseudonymise information, use secure systems, or apply other safeguards where appropriate having regard to the nature of the personal data, the purpose of the transfer, the recipient, the relevant country, and the risks involved.

20.12 International transfers may involve countries whose data protection laws differ from those in the United Kingdom and may not provide the same level of protection as United Kingdom data protection law. Where required, Aaran Beattie will seek to ensure that legally recognised safeguards, supplementary measures, or other protections are used.

20.13 Aaran Beattie may change, add, remove, replace, or reconfigure systems, providers, infrastructure, support arrangements, hosting locations, transfer mechanisms, or processing locations from time to time, provided that such arrangements remain consistent with this Privacy Policy and applicable law.

20.14 Further information about international transfers may be requested by contacting contact@aarabeattie.com. Aaran Beattie may provide further information where required by law and where disclosure would not compromise security, confidentiality, commercial sensitivity, contractual obligations, legal privilege, supplier confidentiality, transfer safeguards, or the rights and freedoms of others.

21. Security and confidentiality

21.1 Aaran Beattie will seek to protect personal data using technical and organisational measures appropriate to the nature of the personal data, the purposes of processing, the systems used, the risks presented, and the resources reasonably available.

21.2 Security measures may include: (a) access controls; (b) account permissions; (c) authentication measures; (d) password controls; (e) encryption where appropriate; (f) secure cloud services; (g) backups; (h) device security; (i) software updates; (j) malware protection; (k) audit logs; (l) monitoring; (m) data minimisation; (n) staff, contractor, and service provider confidentiality obligations; (o) reasonable restrictions on disclosure, export, copying, and onward sharing.

21.3 Aaran Beattie may use service providers, software platforms, hosting providers, cloud storage providers, communications providers, analytics providers, artificial intelligence-enabled tool providers, security providers, and other technical systems to store, process, transmit, secure, monitor, back up, archive, or administer personal data.

21.4 Access to personal data may be limited to Aaran Beattie, authorised staff, contractors, service providers, professional advisers, insurers, regulators, public authorities, courts, tribunals, successor entities, group companies, or other persons who require access for a purpose described in this Privacy Policy or where access is otherwise lawful.

21.5 Persons given access to personal data may be subject to confidentiality obligations, contractual restrictions, access controls, instructions, policies, professional duties, legal obligations, or other safeguards appropriate to their role, relationship, and level of access.

21.6 Aaran Beattie may restrict, monitor, audit, suspend, revoke, or modify access to systems, records, communications, client materials, files, tools, or accounts where reasonably necessary for security, confidentiality, compliance, continuity, service delivery, investigation, dispute handling, or protection of legal, commercial, evidential, or legitimate interests.

21.7 Communications, records, recordings, transcripts, notes, summaries, client materials, staff records, contractor records, applicant records, supplier records, and other business materials may contain confidential, commercially sensitive, privileged, security-sensitive, or third-party information. Such information may be handled with additional restrictions where appropriate.

21.8 Aaran Beattie will seek to maintain the confidentiality of client information, communications, records, and service-related materials, subject to lawful disclosure, contractual terms, professional obligations, service provider access, legal requirements, regulatory requests, dispute handling, security needs, and the purposes described in this Privacy Policy.

21.9 No method of transmission, storage, communication, hosting, encryption, security, access control, or technical protection can be guaranteed to be completely secure. Aaran Beattie does not warrant that personal data, systems, communications, records, files, or service provider platforms will be immune from unauthorised access, loss, misuse,

alteration, disclosure, corruption, outage, technical failure, cyber incident, or other security event.

21.10 Individuals should take reasonable steps to protect personal data when communicating with Aaran Beattie, including using secure devices, avoiding unnecessary disclosure of sensitive information, checking recipient details, maintaining account security, and avoiding the use of insecure networks or systems where inappropriate.

21.11 Where a person sends personal data, confidential information, files, documents, links, credentials, access details, or sensitive information to Aaran Beattie, that person is responsible for ensuring that the transmission is lawful, authorised, accurate, proportionate, and reasonably secure.

21.12 Aaran Beattie may decline to open, download, review, process, retain, or act upon files, links, attachments, messages, instructions, or materials that appear suspicious, unsafe, unlawful, excessive, irrelevant, technically harmful, confidential without authority, privileged without authority, or otherwise inappropriate.

21.13 Security logs, access records, audit trails, metadata, diagnostic records, system records, incident records, and related technical information may be processed to protect systems, detect and investigate security incidents, maintain records, prevent misuse, comply with legal obligations, and protect legal, commercial, evidential, and legitimate interests.

21.14 Where a personal data breach occurs, Aaran Beattie will assess the incident in accordance with applicable data protection law and, where required, notify the Information Commissioner's Office, affected individuals, clients, controllers, processors, service providers, insurers, advisers, or other relevant persons within the applicable timeframe.

21.15 Where Aaran Beattie acts as processor on behalf of another controller, data security obligations, breach notification obligations, and incident response arrangements may also be governed by the relevant contract, data processing agreement, written instructions, or other applicable arrangement.

21.16 Aaran Beattie may rely on service providers' security measures, certifications, contractual commitments, technical controls, infrastructure, incident response processes, backup arrangements, and continuity measures where reasonable and appropriate, but does not guarantee the conduct, security, availability, or performance of any third-party provider, platform, tool, or system.

21.17 Personal data may be backed up, archived, replicated, cached, indexed, logged, exported, migrated, or otherwise copied by systems used for security, continuity, availability, search, records management, compliance, or administration. Such copies may persist for a period after active records are modified, deleted, restricted, or removed.

21.18 Aaran Beattie may redact, pseudonymise, anonymise, aggregate, restrict, encrypt, segregate, delete, archive, or otherwise limit personal data where appropriate for security, confidentiality, data minimisation, legal compliance, storage management, risk reduction, or protection of rights and interests.

21.19 Nothing in this section requires Aaran Beattie to disclose security architecture, internal procedures, access controls, supplier arrangements, technical measures, incident

details, risk assessments, confidential records, or other information where disclosure would compromise security, confidentiality, legal privilege, commercial interests, supplier confidentiality, legal obligations, or the rights and freedoms of others.

21.20 Security and confidentiality measures may be updated, replaced, strengthened, reduced, reconfigured, or otherwise changed from time to time, provided that Aaran Beattie continues to seek to apply measures appropriate to the relevant risks and applicable legal requirements.

22. Retention

22.1 Aaran Beattie will retain personal data for as long as reasonably necessary for the purposes for which it was collected, received, generated, or otherwise processed, and for any further period required or permitted by applicable law.

22.2 Retention periods may vary depending on: (a) the nature, sensitivity, and volume of the personal data; (b) the purpose for which the personal data is processed; (c) the relationship with the relevant individual, client, prospective client, organisation, supplier, staff member, contractor, applicant, or other person; (d) contractual, legal, tax, accounting, regulatory, evidential, insurance, audit, security, and operational requirements; (e) the risk of harm from unauthorised use or disclosure; (f) the need to establish, exercise, defend, investigate, preserve, or enforce legal rights or claims.

22.3 Personal data may be retained while an enquiry, communication, relationship, engagement, service, project, contract, account, matter, dispute, legal obligation, or business activity remains active, pending, relevant, or reasonably capable of becoming relevant.

22.4 Personal data may be retained after an enquiry has concluded, a proposal has not been accepted, a service has ended, a contract has expired, a communication has become inactive, a staff or contractor relationship has ended, or an applicant has not been appointed, where retention remains lawful and reasonably necessary for the purposes described in this Privacy Policy.

22.5 Communications, business records, client records, meeting records, call records, recordings, transcripts, notes, summaries, service outputs, working papers, contractual records, financial records, tax records, accounting records, consent records, security records, system logs, and related archives may be retained for legal, contractual, administrative, evidential, operational, compliance, audit, insurance, security, continuity, and legitimate business purposes.

22.6 Records relating to contracts, engagements, invoices, payments, tax, accounting, expenses, business administration, and financial reporting may be retained for the period required or recommended under applicable tax, accounting, limitation, audit, regulatory, or business record-keeping requirements.

22.7 Records relating to legal rights, legal claims, complaints, disputes, investigations, insurance matters, regulatory matters, security incidents, contractual issues, or evidential matters may be retained for as long as reasonably necessary to establish, exercise, defend, investigate, preserve, settle, or enforce rights, claims, obligations, or interests.

22.8 Website, analytics, cookie, heat mapping, session recording, technical, security, diagnostic, and system data may be retained for periods determined by the relevant tool, provider, configuration, consent settings, operational need, security requirement, analytics purpose, or legal obligation.

22.9 Call recordings, meeting recordings, transcripts, notes, summaries, action records, and related materials may be retained for as long as reasonably necessary for service

delivery, continuity, accuracy, record-keeping, legal protection, dispute handling, compliance, quality control, or legitimate business purposes.

22.10 Personal data relating to staff, workers, contractors, consultants, freelancers, applicants, authorised users, and similar persons may be retained for as long as reasonably necessary for recruitment, engagement, management, payment, tax, accounting, security, legal compliance, reference, audit, insurance, disputes, legal claims, continuity, and protection of legitimate interests.

22.11 Personal data contained in archives, backups, logs, replicated systems, caches, disaster recovery systems, audit trails, historical records, or provider systems may persist for a period after active records have been deleted, corrected, restricted, or otherwise modified. Such data may remain subject to restricted access, ordinary backup cycles, provider retention controls, legal holds, or technical limitations.

22.12 Aaran Beattie may retain records of consent, refusal, withdrawal, objection, opt-out, unsubscribe requests, privacy requests, complaints, and related responses for as long as reasonably necessary to evidence compliance, manage preferences, respect objections, prevent unwanted contact, and protect legal, regulatory, and legitimate interests.

22.13 Aaran Beattie may retain limited information about an individual where necessary to avoid contacting that individual again, honour an opt-out or objection, record a restriction, prevent duplicate records, preserve evidence of a request, or comply with legal obligations.

22.14 Where personal data is no longer reasonably necessary for the relevant purposes, Aaran Beattie may delete, destroy, anonymise, de-identify, aggregate, restrict, archive, overwrite, redact, or otherwise dispose of it in a manner considered appropriate in the circumstances.

22.15 Aaran Beattie may anonymise, de-identify, or aggregate personal data so that it no longer identifies an individual. Such information may be retained and used for reporting, analytics, research, service improvement, business planning, security, benchmarking, or other lawful purposes.

22.16 Aaran Beattie may suspend deletion, extend retention, preserve records, or apply a legal hold where personal data is relevant to legal claims, complaints, disputes, investigations, regulatory matters, audits, security incidents, contractual issues, tax matters, insurance matters, suspected wrongdoing, or other circumstances requiring preservation.

22.17 A request for erasure, deletion, restriction, objection, or withdrawal of consent will be considered in accordance with applicable data protection law. Such a request will not automatically require deletion of personal data where continued retention or processing is lawful, necessary, or permitted.

22.18 Aaran Beattie may refuse, limit, or defer deletion where personal data is required or permitted to be retained for legal compliance, contractual performance, tax, accounting, audit, insurance, security, dispute handling, legal claims, evidential purposes, public interest purposes, legitimate interests, or the rights and freedoms of others.

22.19 Retention periods may be affected by service provider settings, contractual terms, technical limits, provider retention schedules, system migrations, backup cycles, legal requirements, business needs, and practical administration. Aaran Beattie does not guarantee that all copies of personal data can be deleted immediately or simultaneously from every system, archive, backup, log, or provider environment.

22.20 Aaran Beattie may review retention practices from time to time and may update, shorten, extend, automate, or otherwise amend retention periods, provided that retention remains consistent with applicable law, this Privacy Policy, and the purposes for which the personal data is processed.

23. Data subject rights

23.1 Individuals may have rights under applicable data protection law in relation to personal data processed by or on behalf of Aaran Beattie. Such rights may depend on the nature of the personal data, the purpose of processing, the lawful basis relied upon, the role of Aaran Beattie, and the circumstances of the request.

23.2 Rights may include: (a) the right to be informed about the processing of personal data; (b) the right of access to personal data; (c) the right to rectification of inaccurate or incomplete personal data; (d) the right to erasure of personal data; (e) the right to restriction of processing; (f) the right to object to processing; (g) the right to data portability; (h) the right to withdraw consent where processing is based on consent; (i) rights relating to automated decision-making and profiling; (j) the right to complain to the Information Commissioner's Office.

23.3 A request to exercise a data subject right should be sent to contact@aarabeattie.com. The request should provide sufficient information to identify the individual, locate the relevant personal data, understand the right being exercised, and assess the request in accordance with applicable law.

23.4 Aaran Beattie may request additional information where reasonably necessary to verify the identity of the requester, confirm authority to act on behalf of another person, locate relevant personal data, clarify the scope of the request, or determine how the request should be handled.

23.5 Aaran Beattie may decline to act on a request until sufficient information has been provided to verify identity, confirm authority, locate the relevant personal data, or clarify the request where such information is reasonably required.

23.6 Where a request is made by a representative, agent, solicitor, adviser, parent, guardian, person with parental responsibility, employer, principal, client, organisation, or other third party, Aaran Beattie may require evidence of authority before disclosing personal data or taking action.

23.7 A request relating to personal data connected with a client, prospective client, employer, principal, organisation, contractor, staff member, applicant, or third party may require consideration of that person's or organisation's rights, duties, confidentiality obligations, legal privilege, commercial interests, contractual position, and role as controller, joint controller, or processor.

23.8 Aaran Beattie will respond to valid data subject requests within the period required by applicable data protection law, subject to any permitted extension, clarification period, identity verification process, exemption, restriction, or lawful reason for delay.

23.9 The right of access may allow an individual to obtain confirmation as to whether personal data is being processed and, where applicable, access to that personal data and certain information about the processing.

23.10 Access rights do not automatically entitle an individual to receive copies of entire files, emails, recordings, transcripts, notes, documents, systems, archives, internal working

papers, privileged materials, confidential business records, third-party information, or materials that contain personal data relating to other individuals.

23.11 Aaran Beattie may redact, withhold, summarise, restrict, or refuse disclosure of information where permitted by law, including where disclosure would adversely affect the rights and freedoms of others, reveal confidential information, compromise security, breach legal privilege, prejudice legal claims, disclose management information, or otherwise fall within an exemption or restriction.

23.12 The right to rectification may allow an individual to ask for inaccurate personal data to be corrected or incomplete personal data to be completed. Aaran Beattie may take reasonable steps to verify the accuracy of the data and may record disagreement where accuracy cannot be resolved.

23.13 The right to erasure may allow an individual to ask for personal data to be deleted in certain circumstances. Erasure may be refused, limited, or deferred where continued retention or processing is required or permitted for legal compliance, contractual performance, records, tax, accounting, audit, insurance, security, dispute handling, legal claims, freedom of expression, public interest, legitimate interests, or the rights and freedoms of others.

23.14 The right to restriction may allow an individual to ask for processing of personal data to be restricted in certain circumstances. Where restriction applies, Aaran Beattie may continue to store the personal data and may process it where permitted by law, including with consent, for legal claims, to protect another person's rights, or for important public interest reasons.

23.15 The right to object may allow an individual to object to processing based on legitimate interests, public interest, direct marketing, or certain forms of profiling. Where an objection is made to processing based on legitimate interests, Aaran Beattie may continue processing where compelling legitimate grounds exist or where processing is necessary for the establishment, exercise, or defence of legal claims.

23.16 Where an individual objects to direct marketing, Aaran Beattie will stop processing personal data for direct marketing purposes in accordance with applicable law. Limited information may be retained to record the objection and prevent further direct marketing.

23.17 The right to data portability may allow an individual to receive certain personal data in a structured, commonly used, machine-readable format and to transmit that data to another controller where the legal requirements for portability are satisfied.

23.18 Data portability applies only in limited circumstances and does not generally apply to all records, internal notes, derived data, inferred data, third-party data, archived communications, paper records, manually generated records, or data processed on lawful bases other than consent or contract by automated means.

23.19 Where processing is based on consent, the individual may withdraw consent at any time. Withdrawal of consent will not affect the lawfulness of processing carried out before withdrawal and will not require deletion or cessation of processing where another lawful basis applies.

23.20 Individuals may have rights in relation to solely automated decision-making, including profiling, where such processing produces legal effects or similarly significant effects. Aaran Beattie does not intend to make decisions based solely on automated processing that produce legal or similarly significant effects unless this is expressly disclosed or otherwise permitted by applicable law.

23.21 Aaran Beattie may refuse to comply with a request, charge a reasonable fee, or limit action where a request is manifestly unfounded, excessive, repetitive, abusive, disproportionate, unclear, or otherwise subject to a lawful exemption or restriction.

23.22 Aaran Beattie may keep records of data subject requests, identity verification steps, correspondence, decisions, disclosures, refusals, redactions, restrictions, and responses for compliance, audit, evidence, dispute handling, and legal protection purposes.

23.23 Exercising a data subject right does not affect the validity of processing carried out before the request was received and does not prevent Aaran Beattie from continuing to process personal data where a lawful basis, legal obligation, exemption, or other legal permission applies.

23.24 Nothing in this section limits any exemption, restriction, defence, right, obligation, privilege, confidentiality duty, legal basis, or lawful ground available to Aaran Beattie under applicable data protection law or other applicable law.

24. Consent, withdrawal, objections, and opt-outs

24.1 Where Aaran Beattie relies on consent as the lawful basis for processing personal data, the relevant individual may withdraw that consent at any time by using any available consent management tool, preference mechanism, unsubscribe link, opt-out process, browser or device control, or by contacting contact@aaaranbeattie.com.

24.2 Withdrawal of consent will not affect the lawfulness of processing carried out before consent was withdrawn. Withdrawal of consent will also not prevent continued processing where another lawful basis applies, including where processing is necessary for contract performance, legal compliance, records, security, legal claims, dispute handling, legitimate interests, or the rights and freedoms of others.

24.3 Consent may be requested or recorded in connection with particular processing activities, including non-essential cookies, analytics technologies, heat mapping, session recording, optional marketing communications, recording practices where consent is required, or other activities for which consent is required or considered appropriate.

24.4 Consent records may be retained to evidence the consent given, the refusal of consent, the withdrawal of consent, the timing of the relevant choice, the method by which the choice was made, the wording or mechanism presented, and any related technical or administrative information reasonably necessary to demonstrate compliance.

24.5 Where consent is withdrawn, Aaran Beattie may retain limited information to record the withdrawal, honour the preference, prevent further consent-based processing, manage suppression records, evidence compliance, and protect legal, regulatory, or legitimate interests.

24.6 Individuals may object to processing based on legitimate interests or public interest grounds where applicable. Any objection should explain, where appropriate, the specific processing objected to and the reasons relating to the individual's particular situation.

24.7 Where an objection is made to processing based on legitimate interests, Aaran Beattie will consider the objection in accordance with applicable data protection law. Processing may continue where compelling legitimate grounds exist, where processing is required or permitted by law, or where processing is necessary for the establishment, exercise, or defence of legal claims.

24.8 Individuals may object to direct marketing at any time. Where a valid objection to direct marketing is received, Aaran Beattie will stop processing the relevant personal data for direct marketing purposes in accordance with applicable law.

24.9 Aaran Beattie may retain suppression records after an opt-out or objection to direct marketing to ensure that the individual is not contacted again for that purpose. Such suppression records may include names, email addresses, communication identifiers, preference records, dates, and related administrative information.

24.10 Users may manage non-essential cookies and similar technologies through the website's cookie banner, consent tool, preference centre, browser settings, device settings, platform controls, provider opt-out mechanisms, or other controls made available from time to time.

24.11 Refusing, disabling, blocking, or withdrawing consent for cookies, analytics, heat mapping, session recording, or similar technologies may affect website functionality, performance, availability, measurement, personalisation, security, diagnostics, user experience, or the ability to provide certain online features.

24.12 Users may be able to use browser, device, extension, platform, or provider controls to restrict cookies, tracking technologies, analytics identifiers, advertising identifiers, or other online technologies. Aaran Beattie does not guarantee that every third-party control, browser signal, platform setting, or provider opt-out mechanism will be recognised, technically effective, or applied uniformly across all systems, providers, devices, or jurisdictions.

24.13 Where communications include an unsubscribe link, preference link, or similar mechanism, the recipient may use that mechanism to opt out of the relevant category of optional communication. Administrative, legal, contractual, transactional, security, service, billing, records, or relationship communications may still be sent where lawful and reasonably necessary.

24.14 Where a person asks not to be recorded, transcribed, summarised, contacted, profiled, included in analytics, or otherwise processed in a particular way, Aaran Beattie will consider the request in accordance with applicable law, the relevant lawful basis, contractual requirements, technical feasibility, legal obligations, operational needs, and legitimate interests.

24.15 Aaran Beattie may decline, limit, or defer an opt-out, objection, withdrawal, or related request where the request is unclear, cannot reasonably be verified, cannot technically be applied, relates to processing required by law or contract, affects records already lawfully created, conflicts with legal claims or retention duties, or is otherwise subject to a lawful exemption, restriction, or overriding ground.

24.16 Withdrawal, objection, refusal, or opt-out may mean that Aaran Beattie cannot provide or continue a particular optional function, communication, website feature, technology, service element, recording arrangement, or processing activity.

24.17 Aaran Beattie may update, replace, remove, or reconfigure consent mechanisms, preference tools, cookie controls, unsubscribe mechanisms, opt-out processes, and related systems from time to time, provided that such arrangements remain consistent with applicable law.

24.18 Requests relating to consent, withdrawal, objections, opt-outs, or preferences may be sent to contact@aarabeattie.com. Aaran Beattie may require reasonable information to verify the requester, identify the relevant processing, locate the relevant records, and apply the request appropriately.

25. Direct marketing and service communications

25.1 Aaran Beattie may process personal data to send communications relating to services, enquiries, client relationships, prospective client relationships, website use, administration, legal matters, records, security, and business activities.

25.2 Service communications may include: (a) responses to enquiries; (b) proposal, consultation, and engagement communications; (c) meeting invitations, confirmations, reminders, agendas, follow-up notes, and action points; (d) service updates; (e) project communications; (f) contractual notices; (g) billing, invoice, payment, and account communications; (h) privacy, security, legal, records, and compliance communications; (i) communications reasonably necessary to manage an existing or prospective relationship.

25.3 Service communications are not treated as direct marketing merely because they relate to Aaran Beattie's services, business activities, records, or relationship with the recipient. Aaran Beattie may continue to send service communications where lawful and reasonably necessary, even where a recipient has opted out of direct marketing.

25.4 Direct marketing may include communications promoting services, content, updates, invitations, resources, insights, events, opportunities, or other commercial or professional matters that may be of interest to clients, prospective clients, business contacts, website users, or other recipients.

25.5 Direct marketing may be sent by email or other electronic means where permitted by applicable law, including where the recipient has consented, where the soft opt-in applies, where the communication is sent to a corporate subscriber in circumstances permitted by law, or where another lawful basis or permission applies.

25.6 Aaran Beattie may process personal data for direct marketing purposes on the basis of consent, legitimate interests, the soft opt-in, or another lawful basis or permission available under applicable law, depending on the recipient, relationship, communication channel, content of the communication, and surrounding circumstances.

25.7 Direct marketing may be targeted, tailored, or limited by reference to information such as role, organisation, sector, location, relationship history, previous enquiries, services requested, website interactions, stated preferences, professional interests, communication history, or other relevant business context.

25.8 Aaran Beattie may use service providers, communications platforms, email tools, customer relationship management systems, analytics tools, automation tools, artificial intelligence-enabled tools, and other systems to prepare, send, manage, personalise, measure, analyse, or administer direct marketing and service communications.

25.9 Marketing and communication records may include contact details, communication preferences, consent records, opt-out records, unsubscribe records, engagement records, delivery records, bounce records, open and click records, suppression records, and related technical or administrative information.

25.10 Recipients may object to direct marketing at any time by using any unsubscribe link, preference mechanism, opt-out process, or by contacting contact@aaranbeattie.com

25.11 Where a valid objection or unsubscribe request is received in relation to direct marketing, Aaran Beattie will stop processing the relevant personal data for direct marketing purposes in accordance with applicable law.

25.12 Aaran Beattie may retain suppression records after an objection or unsubscribe request to ensure that the relevant recipient is not contacted again for direct marketing purposes. Suppression records may include names, email addresses, communication identifiers, dates, preference records, and related administrative information.

25.13 Opting out of direct marketing will not prevent Aaran Beattie from sending service, administrative, legal, contractual, security, billing, records, privacy, or relationship communications where such communications are lawful and reasonably necessary.

25.14 Aaran Beattie may contact clients, prospective clients, business contacts, suppliers, advisers, contractors, applicants, staff, and other persons in a professional or organisational context where reasonably necessary to manage enquiries, services, relationships, records, administration, compliance, legal matters, or legitimate business interests.

25.15 Aaran Beattie will not knowingly send direct marketing to children.

25.16 Aaran Beattie may change, add, remove, replace, or reconfigure marketing tools, communication systems, preference mechanisms, unsubscribe systems, analytics tools, and service providers from time to time, provided that such use remains consistent with this Privacy Policy and applicable law.

25.17 Nothing in this section requires Aaran Beattie to send any marketing, update, newsletter, invitation, resource, service communication, or other communication, or to continue any mailing list, communication channel, or marketing activity.

25.18 Nothing in this section prevents Aaran Beattie from retaining, using, or disclosing personal data where necessary or appropriate for legal compliance, records, evidence, security, billing, contractual performance, complaints, disputes, legal claims, business continuity, or protection of legitimate interests.

26. Artificial intelligence, automation, profiling, and automated decision-making

26.1 Aaran Beattie may use artificial intelligence, machine learning, automation, automated transcription, automated summarisation, document-processing, analytics, classification, search, indexing, productivity, administrative, and similar technologies in connection with the website, services, communications, records, administration, security, and business activities.

26.2 Such technologies may be used for purposes including: (a) preparing, reviewing, organising, summarising, analysing, classifying, searching, retrieving, or improving communications, records, notes, transcripts, documents, files, and other business materials; (b) supporting client services, analysis, advisory work, consulting work, research, drafting, reporting, recommendations, and internal working materials; (c) improving productivity, accuracy, consistency, continuity, security, record-keeping, service quality, and operational efficiency; (d) detecting errors, inconsistencies, risks, trends, patterns, security events, technical issues, misuse, or other matters relevant to the purposes described in this Privacy Policy.

26.3 Artificial intelligence-enabled tools and automated systems may process personal data contained in or derived from emails, messages, forms, calls, meetings, recordings, transcripts, notes, summaries, documents, datasets, reports, analytics records, website interactions, client materials, business records, staff records, contractor records, applicant records, supplier records, and other information processed in connection with the activities described in this Privacy Policy.

26.4 Aaran Beattie may use artificial intelligence-enabled tools to assist with drafting, editing, reviewing, researching, analysing, summarising, formatting, comparing, translating, classifying, extracting, organising, or quality-checking materials. Such use may support human judgement, workflow management, service delivery, administration, and record-keeping.

26.5 Aaran Beattie may use automated transcription, note-taking, summarisation, and meeting-assistance tools to create or assist with recordings, transcripts, summaries, action points, attendance records, meeting notes, follow-up materials, and related records.

26.6 Aaran Beattie may use artificial intelligence-enabled or automated tools to assist with website administration, analytics, security, spam prevention, fraud prevention, error detection, user-experience assessment, service improvement, technical support, records management, and operational monitoring.

26.7 Personal data will not be intentionally submitted to artificial intelligence-enabled tools unless Aaran Beattie considers such processing appropriate, proportionate, and reasonably connected with the purposes described in this Privacy Policy, the relevant relationship or service, applicable law, confidentiality obligations, contractual obligations, and any relevant client instructions.

26.8 Where personal data is processed using artificial intelligence-enabled tools, Aaran Beattie will seek to apply safeguards appropriate to the nature of the data, the purpose of

processing, the tool used, and the risks involved. Such safeguards may include minimisation, redaction, pseudonymisation, access controls, provider assessment, contractual controls, confidentiality obligations, configuration controls, or restrictions on use where appropriate.

26.9 Artificial intelligence-enabled tools may be provided by third-party service providers. Such providers may process personal data as processors, independent controllers, joint controllers, or separate service providers, depending on the nature of the tool, the provider's terms, the processing activity, and applicable law.

26.10 Some artificial intelligence-enabled tools may process personal data outside the United Kingdom or use international infrastructure, support teams, subcontractors, models, cloud services, or technical systems. Such processing will be handled in accordance with the international transfer provisions of this Privacy Policy and applicable data protection law.

26.11 Aaran Beattie may use automated or semi-automated analysis, classification, scoring, segmentation, prioritisation, or profiling to support administration, service delivery, enquiry management, risk assessment, relationship management, website improvement, marketing, security, fraud prevention, quality control, or business planning.

26.12 Profiling may involve analysing or inferring information about interests, preferences, role, organisation, sector, service needs, enquiry type, website interaction, communication history, business context, risk indicators, or relationship status. Such profiling is intended to support business administration, relevance, prioritisation, service improvement, and legitimate business purposes.

26.13 Aaran Beattie does not intend to make decisions based solely on automated processing, including profiling, that produce legal effects or similarly significant effects concerning individuals, unless this is expressly disclosed, required by law, authorised by contract, based on explicit consent where required, or otherwise permitted under applicable data protection law.

26.14 Where automated decision-making with legal or similarly significant effects is used in future, Aaran Beattie will provide appropriate information about the processing where required by applicable law, including information about meaningful human involvement, logic involved where required, significance, consequences, and rights available to affected individuals.

26.15 Outputs generated by artificial intelligence-enabled tools, automated tools, transcription tools, summarisation tools, analytics tools, or profiling systems may contain errors, omissions, inaccuracies, misleading content, incomplete context, bias, hallucinations, transcription errors, classification errors, or other limitations. Aaran Beattie may review, correct, disregard, rely upon, or supplement such outputs as appropriate in the circumstances.

26.16 Aaran Beattie may retain prompts, inputs, outputs, transcripts, summaries, logs, metadata, configurations, audit trails, usage records, and related materials generated through or in connection with artificial intelligence-enabled or automated tools where lawful and reasonably necessary for records, accountability, quality control, service delivery, security, compliance, dispute handling, legal claims, or legitimate business purposes.

26.17 Individuals, clients, prospective clients, organisations, representatives, staff, contractors, applicants, and other persons should not provide personal data, confidential information, special category data, criminal offence data, privileged information, trade secrets, or third-party information for processing by artificial intelligence-enabled tools unless they are authorised to do so and the information is lawful, relevant, proportionate, and reasonably necessary for the relevant purpose.

26.18 Aaran Beattie may restrict, redact, delete, decline to use, decline to process, or limit artificial intelligence-enabled processing of personal data where such processing appears unlawful, excessive, irrelevant, inaccurate, confidential without authority, privileged without authority, contrary to client instructions, technically unsafe, commercially inappropriate, or otherwise unsuitable.

26.19 Aaran Beattie may change, add, remove, replace, configure, restrict, or disable artificial intelligence-enabled tools, automation tools, profiling tools, analytics systems, transcription tools, summarisation tools, and related technologies from time to time, provided that such use remains consistent with this Privacy Policy and applicable law.

26.20 Nothing in this section requires Aaran Beattie to disclose confidential prompts, internal workflows, model configurations, security controls, supplier arrangements, trade secrets, privileged materials, internal analysis, legally protected records, or other information where disclosure is not required by applicable law or would compromise security, confidentiality, legal privilege, commercial interests, contractual obligations, supplier confidentiality, or the rights and freedoms of others.

27. Third-party websites and external links

27.1 The website, communications, services, documents, records, and other materials operated, sent, received, or made available by or on behalf of Aaran Beattie may contain links, references, integrations, embedded content, tools, resources, forms, media, scripts, fonts, maps, buttons, widgets, or other connections to third-party websites, platforms, applications, services, or content.

27.2 Third-party websites and services may include service provider platforms, analytics tools, form tools, scheduling tools, payment tools, communication tools, document-sharing tools, cloud storage tools, social media platforms, professional profiles, video conferencing tools, map services, content platforms, search engines, business directories, public registers, publications, and other external resources.

27.3 Third-party websites, platforms, applications, services, and content are operated by persons or organisations outside Aaran Beattie's control, unless expressly stated otherwise. Their processing of personal data may be governed by their own privacy notices, cookie notices, terms, policies, consent mechanisms, security arrangements, and legal obligations.

27.4 Aaran Beattie is not responsible for the privacy practices, security, content, availability, accuracy, reliability, conduct, policies, or legal compliance of third-party websites, platforms, applications, services, providers, or content that are not operated or controlled by Aaran Beattie.

27.5 Interacting with a third-party link, embedded tool, external service, social media feature, form, scheduling page, payment page, map, video, media player, document, or other third-party functionality may result in personal data being collected, received, stored, accessed, disclosed, or otherwise processed by the relevant third party.

27.6 Third parties may collect information including internet protocol addresses, browser information, device information, identifiers, cookies, usage data, referral information, interaction data, account information, payment information, communication content, files, form entries, location information, and other information submitted to or generated through the relevant third-party service.

27.7 Aaran Beattie may use third-party services to support the website, services, communications, records, and business activities. The inclusion, use, or availability of a third-party service does not imply endorsement of that third party's privacy practices, security arrangements, content, or legal compliance.

27.8 Users should review the privacy notices, cookie notices, terms, and settings of relevant third-party websites, platforms, applications, and services before using them, submitting personal data, changing privacy settings, making payments, uploading files, or interacting with external content.

27.9 Aaran Beattie may add, remove, replace, disable, reconfigure, or change third-party links, integrations, embedded content, tools, providers, platforms, or external resources from time to time.

27.10 Aaran Beattie may restrict, remove, block, disable, or decline to use a third-party link, integration, tool, provider, platform, or external resource where it appears insecure, unavailable, unlawful, inappropriate, unreliable, excessive, commercially unsuitable, technically defective, or otherwise inconsistent with the website, services, security, confidentiality, or legitimate business interests.

27.11 Where Aaran Beattie receives personal data from a third-party website, platform, application, service, provider, or external resource, that personal data may be processed in accordance with this Privacy Policy where it falls within its scope.

27.12 Where Aaran Beattie provides personal data to, or makes personal data available through, a third-party service provider acting on behalf of Aaran Beattie, such processing may also be subject to the provisions of this Privacy Policy relating to service providers, sharing, international transfers, security, and retention.

27.13 Nothing in this Privacy Policy limits the responsibility of any third-party controller, processor, service provider, platform, application, website, or other person to comply with its own legal obligations in relation to personal data.

28. Changes to this policy

28.1 Aaran Beattie may amend, update, replace, supplement, or withdraw this Privacy Policy from time to time to reflect changes in law, regulatory guidance, business activities, services, technology, systems, service providers, cookies, analytics tools, artificial intelligence-enabled tools, security practices, corporate structure, trading status, or processing activities.

28.2 The current version of this Privacy Policy will usually be made available on the website or by another appropriate method. The version made available through the website or otherwise notified will apply from the date stated in that version, unless a different effective date is specified.

28.3 Changes may be made without prior notice where the change is administrative, clarificatory, corrective, required by law, required for security, required for operational reasons, or does not materially reduce the information provided to individuals about the processing of their personal data.

28.4 Where a change materially affects the way personal data is processed, Aaran Beattie will take reasonable steps to provide further information or notice where required by applicable data protection law, having regard to the nature of the change, the data affected, the likely impact on individuals, and the practical means available for providing notice.

28.5 Continued use of the website, online services, communications, or services after an updated Privacy Policy has been made available may be treated as acknowledgement of the updated policy, but will not by itself constitute consent to processing where consent is required by applicable law.

28.6 Where processing is based on consent and a change requires fresh consent, Aaran Beattie will seek to obtain such consent where required before carrying out the relevant consent-based processing.

28.7 Previous versions of this Privacy Policy may be retained for records, compliance, audit, evidence, legal claims, dispute handling, and legitimate business purposes.

28.8 Aaran Beattie may maintain separate or supplemental privacy notices, cookie notices, consent notices, service-specific notices, staff or contractor notices, applicant notices, data processing agreements, engagement terms, or other documents. Changes to one document do not necessarily amend another document unless expressly stated.

29. Complaints and the ICO

29.1 Individuals may contact Aaran Beattie about any concern, complaint, query, objection, request, or issue relating to the processing of their personal data by emailing contact@aaaranbeattie.com.

29.2 Aaran Beattie will consider privacy complaints in accordance with applicable data protection law, the nature of the complaint, the personal data concerned, the relevant processing purpose, the lawful basis relied upon, the rights and freedoms of others, and any applicable legal, contractual, confidentiality, security, or evidential considerations.

29.3 Aaran Beattie may request further information where reasonably necessary to verify the identity of the complainant, understand the complaint, identify the relevant personal data, assess the relevant processing, and respond appropriately.

29.4 Aaran Beattie may decline, limit, or defer action in response to a complaint where permitted by applicable law, including where the complaint is unclear, unfounded, excessive, repetitive, abusive, unverifiable, outside the scope of applicable data protection law, or inconsistent with legal obligations, contractual rights, confidentiality, security, legal privilege, legal claims, or the rights and freedoms of others.

29.5 Individuals also have the right to complain to the Information Commissioner's Office, which is the United Kingdom supervisory authority for data protection matters.

29.6 The Information Commissioner's Office can be contacted through its website at ico.org.uk or by using the contact methods published by the Information Commissioner's Office from time to time.

29.7 Individuals are encouraged to contact Aaran Beattie first where appropriate so that the matter can be reviewed and, where possible, resolved directly. This does not affect the right to complain to the Information Commissioner's Office.

30. Contact

30.1 Questions, requests, complaints, objections, withdrawals of consent, opt-out requests, and other communications relating to this Privacy Policy or the processing of personal data should be sent by email to contact@aarabeattie.com.

30.2 Individuals contacting Aaran Beattie should provide sufficient information to allow the request or communication to be identified, understood, verified, and handled in accordance with applicable law.

30.3 Aaran Beattie may request further information where reasonably necessary to verify identity, confirm authority to act on behalf of another person, locate relevant personal data, clarify the request, or determine the appropriate response.

30.4 Aaran Beattie may respond by email or by another appropriate method, having regard to the nature of the request, the contact details provided, security, confidentiality, legal requirements, and the surrounding circumstances.

30.5 Communications sent to Aaran Beattie may be retained and archived in accordance with this Privacy Policy, including for records, compliance, security, legal claims, dispute handling, service administration, and protection of legitimate interests.