

## Legal

This website is operated and controlled by Alexandra Daisy Ginsberg Ltd, a company incorporated in England (Company number 08635499) with its registered office at Mercury House, 19-21 Chapel Street, Marlow, Buckinghamshire, SL7 3HN.

Copyright and any related rights in the content of the website is owned by Alexandra Daisy Ginsberg Ltd or its licensors. *Pollinator Pathmaker* is an unregistered trademark of Alexandra Daisy Ginsberg Ltd and cannot be used without permission.

Please read the following documents before you continue to browse our website:

[Website Terms of Use](#)

[Privacy Policy](#)

[Cookie Policy](#)

[Terms and Conditions](#)

## Website Terms of Use

## Download PDF

Please read these Terms and Conditions carefully before using this site.

### **Terms of website use**

These terms of use (together with the documents referred to in them) tell you the terms of use on which you may make use of our website <https://pollinator.art/> (**our site**). Use of our site includes accessing, browsing or viewing our site.

Please read these terms of use carefully before you start to use our site as these will apply to your use of our site. We recommend that you print a copy of this for future reference. Each region on pollinator.art has specific legal terms. Ensure you read the terms corresponding to your region by using the top-right dropdown to select your region.

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

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



### **Other applicable terms**

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

- Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such

processing and you warrant that all data provided by you is accurate.

- Our **Cookie Policy**, which sets out information about the cookies on our site.
- Our **Terms and Conditions**, which govern the download and use of DIY Editions.



### Information about us

<https://pollinator.art/> is a site operated by Alexandra Daisy Ginsberg Ltd (**we, us, our**).

We are a limited liability company registered in England with registration number 0863 5499 and registered office at Mercury House, 19-21 Chapel Street, Marlow, Buckinghamshire, SL7 3HN.

Our main trading address is at Somerset House, Strand, London, WC2R 1LA.



### Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.



### **Changes to our site**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.



### **Accessing our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

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



## **Intellectual Property Rights**

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

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

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

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

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

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



## **Limitation of our liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

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

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

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

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

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.



## Disclaimer

The information provided on this website is for general educational and informational purposes only. While we strive to share accurate and up-to-date horticultural advice, there are no guarantees made regarding the completeness, reliability, or suitability of any plant-related content.

**Many plants can be toxic or harmful if ingested, even in small amounts.** This includes houseplants, garden plants, wild plants, and herbs. Do not eat or consume any plant featured on this site unless you are certain of its identity, safety, and proper preparation, and have verified this information through a qualified expert.

Certain plants may also cause skin irritation, allergic reactions, or be dangerous to pets and children. Always handle plants with care and use protective gear as needed. We strongly recommend consulting with a medical professional, veterinarian, botanist, or certified horticulturist before interacting with or consuming any plant based on the content provided here.

By using this website, you agree that the Website and its principals or employees are not responsible for any adverse reactions, injuries, or damages resulting from the use, handling, or ingestion of any plant mentioned on this site. This page is also used to inform website visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our website.



## Viruses

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

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

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. We will report any such activity to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such an activity, your right to use our site will cease immediately.



### **Prohibited uses of our site**

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

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material, which does not comply with our content

standards.

- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these Terms of Use.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.
- Not to advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.



### **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

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

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.



### **Linking to our site**

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

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

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

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

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact [info@pollinator.art](mailto:info@pollinator.art).



### **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and make no representation as to the accuracy of any third-party information or content.



### **Applicable law**

These terms and conditions, their subject matter and their formation (and any non-contractual disputes or claims), are governed by English law. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales. If you are a UK consumer you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

If you are a resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.



## Contact us

To contact us, please email [info@pollinator.art](mailto:info@pollinator.art)

Thank you for visiting our site.

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## Privacy Policy

Your privacy is important to us. We are committed to protecting your personal data.

This privacy policy

- provides information about the personal data we collect, and how and why we collect, store, use and share your personal data; and
- tells you about your rights in relation to your personal data and how to contact us or supervisory authorities if you have a complaint.

‘Personal data’ is any information that can directly or indirectly identify an individual (‘a data subject’).

Alexandra Daisy Ginsberg Ltd, a company incorporated in England with company number 08635499 and registered office at Mercury House, 19-21 Chapel Street, Marlow, Buckinghamshire, SL7 3HN (**we, us, our**) are the data controller. This means that we determine the purposes for which, and the

way in which personal data are processed. As a data controller we will comply with all applicable data protection laws.

Should you have concerns about the way we process your data or would like us to stop processing your data please contact [info@pollinator.art](mailto:info@pollinator.art).



### **What personal information do we collect about you?**

We may collect and process the following personal information:

- Identity Data which includes first name, last name, title, date of birth and photographs;
- Contact Data includes email address, postal address and telephone number(s), social media account URL;
- Financial Data includes bank account and payment card details;
- Profile Data includes details about your commission, education, employment status;
- Marketing and Communications Data includes your preferences in receiving marketing information from us and your communication preferences;
- Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us;
- Technical Data includes internet protocol (IP) address, browser type and version, time zone, setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access our website;
- Any other information, which you provide to us.

We do not collect any special categories of personal data (which include sensitive personal information such as details about your race, ethnicity, religious beliefs, political affiliation and sexual orientation).



### **How we collect personal data**

We collect most of this information from you directly, for example, Identity Data, Contact Data, Financial Data and Transaction Data when you fill in forms, correspond with us by email, phone, post or otherwise when you:

- submit an application for a community garden;
- purchase products and/or services from us;
- subscribe to our e-newsletter
- request marketing, promotional material or information to be sent to you; or
- give us some feedback.

We may also collect information from

- automated technologies, such as cookies which collect Technical Data about your equipment and browsing activities;
- analytics providers such as Google Analytics or Mailchimp, based outside the UK;
- a third party with your specific consent (e.g. Instagram).



### **How we process your personal data**

- Processing an application/commission: If you order products or services from us or apply for a community garden or wish to commission us we process identity, contact, financial, profile and transaction data.
- Responding to an enquiry: For this purpose, we collect identity and contact data and any other information you provide to us.



### **Our approach to marketing**

- Our Website does not contain third party advertising.
- We may collect identity data about you to send you updates on our products or services if you have commissioned us or ordered products from us.
- We do not permit third party advertising (or targeted advertising) on our website. If you click on links to our social media pages, or to any third-party website, you may be subject to targeted marketing via that site.
- Where we have obtained your specific consent (e.g. when you subscribe to our e-newsletter), we may engage in direct marketing, such as sending you e-mails and/or other relevant marketing collateral to inform you of our services.
- We provide these communications on the basis that you have asked to receive these. If you change your mind, you may opt-out at any time via the unsubscribe feature that appears in our e-mails or by emailing [info@pollinator.art](mailto:info@pollinator.art).
- We will not share with any third party the personal information that we obtain about you for the purposes of marketing unless you have provided your specific consent for us to do so and those third parties have agreed to make

no independent or further use of that data and to maintain its confidentiality.



### **Our social media pages**

- This Website contains links to our social media pages on Facebook, Twitter and Instagram.
- These third-party websites have their own respective privacy policies (which we would advise you to read) for which those sites are solely responsible.
- Should you visit those social media pages and choose to follow us on Facebook, Twitter or Instagram, we may receive identity, contact or profile data from the social media providers, including:
  - Name;
  - Address (email and/or postal);
  - IP address;
  - Social media account URL;
  - Date of birth; and/or
  - gender.
- If we do receive any personal information about you from these third party social media sites, we will not process your information for the purposes of direct marketing unless you have provided your consent, or it is otherwise lawful for us to do so (e.g. you have previously commissioned us or bought something from us).
- If you have opted-in to receive such communications, please see our section above on “Our Approach to Marketing”.
- We will not share your personal information with any third party for the purpose of marketing unless you have provided your consent for us to do so.

- If you would like us to delete the personal information that we have received about you from these sites, please email us at [info@pollinator.art](mailto:info@pollinator.art).
- If you do not want us to receive further information about you from these sites, you should also contact the sites directly to turn off the 'follow' setting.



## Cookies and Analytics

Our website uses cookies and other mechanisms to collect log and analytical information, to help analyse how visitors use the site and to compile statistical reports on visitor activity.

Our Website also uses Google Analytics to evaluate and improve our Website, personalise your experience and to offer the best, most accessible service possible to all our visitors.

To find out more about Google Analytics and to learn how to opt out, please visit:

- [How Google uses data when you use our partners' sites or apps, or](#)
- <https://tools.google.com/dlpage/gaoptout/>.

Our Website also uses analytics services provided by Mailchimp. Mailchimp automatically place single pixel gifs, also known as web beacons, in every email sent by us. These are tiny graphic files that contain unique identifiers that enable us to recognize when the subscribers to our newsletter have opened an email or clicked certain links.

These technologies record each subscriber's email address, IP address, date, and time associated with each open and click for a campaign. We use this data to create statistical reports about how an email campaign performed and what actions you as a subscriber to our newsletter took.

When you visit our Website, Google Analytics may collect the following data, which will almost always be anonymised and aggregated before reporting back to us:

- number of visitors to our Website;
- pages visited while on the Website and time spent per page;
- page interaction information, such as scrolling, clicks and browsing methods;
- websites where visitors have come from and where they go afterwards;
- page response times and any download errors;
- other technical information relating to end user device, such as IP address or browser plug-in.

We process this information to understand how visitors use our Website and e-newsletter and to compile statistical reports regarding that activity (for example, your IP address is used to approximate the country from which you access our Website, and we aggregate this information together, so we know that, for example, most of the visitors to our Website come from the UK).

This processing is crucial to the running of our online information services and we therefore undertake such monitoring in the pursuit of our legitimate interests in improving our Website and/or e-newsletter to provide a better service and source of information to visitors.

This information is not used to develop a personal profile of you.



### **Sharing your data with third parties**

We may share statistical reports provided by Google Analytics/Mailchimp with Eden Project Limited or other partners or sponsors of *Pollinator Pathmaker* but will not share your personal data with third parties without your knowledge or consent, unless it is lawful for us to do so (e.g. it would be necessary to meet our obligations under a contract we have with you).

If you send us a press enquiry it may be an external press / communication agency, who will process identity, contact, profile and any other data you share with them.



### **Your rights in relation to the personal data that we process**

You have the following rights over the way we process personal data relating to you. We aim to respond as soon as practicable but within one month at the latest. We do not charge a fee to respond to your request:

- to ask for a copy of data we are processing about you and have inaccuracies corrected;
- to ask us to restrict, stop processing, or to delete your personal data;

To make a request in relation to any of your rights, please email us at [info@pollinator.art](mailto:info@pollinator.art).



### **COPPA Compliance**

Our Services do not address anyone under the age of 13. We do not knowingly collect personal identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

We strive to comply with the Children's Online Privacy Protection Act. If you are under 13 years of age, please do not provide any personal information to us.



### **Security**

We will take commercially reasonable, appropriate technical and organisational measures to ensure a level of security appropriate to the risk that could be encountered if you use our website and services, taking into account the likelihood and severity those risks might pose to the rights and freedoms of our Website visitors.

In particular, we will take precautions to protect against the accidental or unlawful destruction, loss or alteration, and

unauthorised disclosure of or access to the personal information transmitted, stored or otherwise processed by us. Please be aware that, while we make the security of our Website and your personal information a high priority and devote considerable time and resources to maintain robust IT security, no security system can prevent all security breaches. When you choose to share your personal information with us, you accept that you provide your information at your own risk.



### **Retention**

In accordance with data protection laws and good commercial practice, we do not retain data in a form that permits identification of the person(s) to whom it relates for any longer than is necessary. Once the purpose for which information has been collected has been fulfilled, we will either permanently delete your personal information or remove all identifiers within it so that it is no longer personal data. We may use such anonymised data for research and/or business analysis purposes.

If you would like us to stop using your personal information, please email us at [info@pollinator.art](mailto:info@pollinator.art).



### **International data transfers**

Our third-party service providers (Google, Mailchimp, Microsoft), are located outside the UK, operate from multiple

locations including non-UK based operations or engage sub-processors located outside the UK.

There are agreements in place to ensure that any international transfers of personal data to our third-party service providers have appropriate safeguards that meet the requirements of applicable data protection laws. You can read more about Google and

Mailchimp compliance by clicking on the links provided:

Mailchimp: <https://mailchimp.com/help/mailchimp-european-data-transfers/#Mailchimp%27sEuropeandataexportcompliance>

Google: <https://policies.google.com/privacy/frameworks?hl=en-US>

Microsoft 365 has servers located in the EU. The EU has an approved adequacy decision for the UK, which means that most EEA processors will be able to send personal data back to UK controllers with no restrictions. Similarly, the UK considers the EU's standard of data protection adequate and therefore, transfers of personal data to the EU is permitted under UK data protection legislation.



### **Changes to this policy**

This privacy policy may be updated from time to time. We will notify you of any changes to our privacy policy by posting the new privacy policy on our website. You are advised to consult this privacy policy webpage regularly for any changes.



## Complaints

We hope that we can resolve any query or concern you may raise about our use of your information. You have the right to make a complaint at any time to the Information Commissioner's Officer (ICO), the UK Supervisory Authority for data protection issues: <https://ico.org.uk/>. We would, however, appreciate the chance to deal with your concerns before you approach the ICO, so please contact us in the first instance at [info@pollinator.art](mailto:info@pollinator.art).

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## Cookie Policy

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

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

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. We do not

currently use any cookies which are necessary for the functioning of our website.

- **Analytical or performance cookies.** These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests.



### **Third Party Cookies**

Our site may place and access certain third-party cookies on your computer or device.

Third-party cookies are those placed by websites, services, and/or parties other than us. For more details on how third-party cookies are used on our site, please refer to the table below. These cookies are not integral to the functioning of our site and your use and experience of our site will not be impaired by refusing consent to them. These are cookies which are placed on your device to record your consent to place cookies or record

your acceptance of terms and conditions when you download a planting scheme.

Before cookies are placed on your computer or device, you will be shown a cookie banner requesting your consent to set those cookies. By giving your consent to the placing of cookies you are enabling us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of cookies; however certain features of our site may not function fully or as intended.

The following third-party cookies may be placed on your computer or device:

Name of Cookie	Default expiration time	Provider	Purpose
_ga	2 years	Google Analytics	Used to distinguish users.
_gid	24 hours	Google Analytics	Used to distinguish users.
_ga_<container-id>	2 years	Google Analytics	Records repeat visits to our site.

Our site uses analytics services provided by Google Analytics and Mailchimp. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling us to better understand how our site and our e-newsletter is used. This, in turn, enables us to improve our site and content of our e-newsletter and the services offered through both.

Mailchimp automatically place single pixel gifs, also known as web beacons, in every email sent by us. These are tiny graphic files that contain unique identifiers that enable us to recognize when the subscribers to our newsletter have opened an email or clicked certain links.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies.

However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

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## Terms and Conditions

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- You can print and share your DIY Edition under a Creative Commons Attribution-Non Commercial-No Derivatives 4.0 International (CC BY-NC-ND 4.0) licence (“Licence”). You can find details of the Licence we grant you here: [https://creativecommons.org/licenses/by-nc-nd/4.0/deed.en\\_GB](https://creativecommons.org/licenses/by-nc-nd/4.0/deed.en_GB).
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- You must use the following credit if you share your DIY Edition with third parties under the Licence: “**Alexandra Daisy Ginsberg, Pollinator Pathmaker, DIY Edition © Alexandra Daisy Ginsberg Ltd**”.
- You can create a garden based on the DIY Edition you download only for non-commercial, i.e. strictly personal use. Please note that using a DIY Edition to create a garden for a school or community group or similar not-for-profit organisations is not regarded as non-commercial/personal use. If you want to create a garden using your DIY Edition on behalf of a community group, school or similar not-for-profit organisation please fill in our short [application form](#) to describe your project and we will consider your request for such use.
- We do provide general instructions and guidance notes to help you to plant your garden based on your DIY Edition but recommend in every case that you take independent advice from a professional gardener or horticulturalist. If you decide to rely on our guidance without taking professional advice, you do so entirely at your own risk.
- We shall not be liable to you to the extent permitted by law, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage, or any indirect or consequential loss including loss of profit or business opportunity arising under or in connection with your using our DIY Edition or planting instructions.
- Downloading a DIY Edition and our planting instructions is at your own risk. We cannot guarantee that the DIY Edition or our planting instructions you download are free from errors, viruses or other malware. We will not be liable for any loss or damage caused by such errors or caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your downloading of a DIY Edition or our planting instructions.

- If you send us photographs via our social media accounts such as Instagram or via email of the garden you have created based on your DIY Edition, copyright in your photographs remains with you but you grant us a non-exclusive, royalty-free, non-revocable and worldwide licence for the duration of copyright in your photographs for the purpose of promoting the artwork, *Pollinator Pathmaker*. We will have the right to sub-licence your photographs to our partner, Eden Project Limited, and share your photographs with press and media outlets for the same marketing purpose. Additional licensing terms may apply if you share your photographs with us on Instagram or other social media platforms. Please read Instagram's or any other social media platforms' terms and conditions carefully prior to sharing your photographs on such social media platforms.
- These terms and conditions, their subject matter and their formation (and any non-contractual disputes or claims), are governed by English law and that the courts of England and Wales will have exclusive jurisdiction, unless otherwise mandated by applicable law.

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