

# Privacy Policy for Mike Bakes Website & Mobile App

Version 1.0 – Effective 1 March 2025

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## 1. Introduction

This Privacy Policy explains how **Mike Bakes** (“*Mike Bakes*”, “*we*”, “*our*”, “*us*”) collects, uses, discloses and protects information that identifies or could reasonably identify you (“*Personal Data*”) when you visit **mikebakes.uk** or use the Mike Bakes iOS / Android application (together, the “*Services*”).

We are the **data controller** for all processing described below, unless stated otherwise.

We comply with:

- United Kingdom General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018.
- The **Data (Use and Access) Act 2025**, which amends UK GDPR and PECR. [taylorwessing.com/dpo/centre.com](https://www.taylorwessing.com/dpo/centre.com)
- The Privacy and Electronic Communications Regulations 2003 (“PECR”).
- Where relevant, the EU GDPR, the California Consumer Privacy Act as amended by CPRA (“CCPA/CPRA”), and other local laws.

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## 2. Definitions

“**Personal Data**” = any information relating to an identified or identifiable natural person.

“**Processing**” = any operation performed on Personal Data (collection, storage, use, disclosure, etc.).

“**Special Category Data**” = data revealing health, genetics, biometrics, or other sensitive traits.

Other terms (e.g., *Controller*, *Processor*, *Supervisory Authority*) are used as defined in UK GDPR.

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### 3. Categories of Personal Data We Collect

Category	Examples	Source	Legal Basis*
<b>Identity &amp; Contact</b>	name, postal address, e-mail, telephone	you	Contract performance
<b>Order &amp; Delivery</b>	ordered items, delivery window, tracking events	you / couriers	Contract performance
<b>Payment</b>	tokenised card details, transaction ID (no raw card numbers stored)	you / payment gateway	Contract performance; legal obligation (accounts)
<b>User-Generated Content</b>	uploaded photos of cakes, star ratings, text reviews	you	Legitimate interest (marketing)
<b>Location</b>	Address provided	you	Consent
<b>Special Category Data</b>	dietary allergies if voluntarily provided in notes	you	Explicit consent

\*Legal bases under Art 6 UK GDPR (or equivalent provisions).

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### 4. Purposes of Processing

We process your Personal Data to:

1. **Accept, prepare and deliver orders** (incl. scheduling, live tracking, proof of delivery).
2. **Take payment** and prevent fraud.
3. **Provide customer support** (chat, e-mail, phone).
4. **Allow photo uploads & publish reviews**, showcasing authentic customer feedback.
5. **Send service messages** (order confirmations, delivery updates).
6. **Send marketing** by e-mail/SMS — **only** if you have opted-in or we have a soft opt-in under PECR.
7. **Comply with legal & tax obligations** (record-keeping, HMRC, consumer law).

8. **Defend legal claims** or establish our rights.

We do **not** engage in automated decision-making that produces legal or similarly significant effects.

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## 5. Sharing & Disclosure

We never sell your Personal Data. We disclose it only to:

- **Service Providers / Processors** (e.g., payment gateways, cloud hosting, SMS providers) bound by contract to act only on our instructions.
- **Delivery Personnel** (employees or vetted subcontractors) who receive your first name, address and phone to complete delivery.
- **Professional Advisors & Insurers** for risk management, auditing and dispute resolution.
- **Potential acquirers** in the event of a corporate transaction, under confidentiality safeguards.

International transfers outside the UK/EEA use one of: UK IDTA, EU SCCs, an Art 45 adequacy decision, or another lawful transfer mechanism.

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## 6. Data Retention

<b>Data Set</b>	<b>Standard Retention Period</b>	<b>Rationale</b>
Order records & invoices	7 years after financial year-end	UK tax / accounting duties
Customer support tickets	3 years after closure	Statutory limitation period
Marketing consent logs	While consent remains valid + 2 years	ICO guidance
Reviews & photos	Until you delete or request erasure	Legitimate interest

Analytics logs

12 months (pseudonymised)

Site performance &  
security

We may retain data longer if required to establish, exercise or defend legal claims.

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## 7. Security Measures

- TLS 1.3 encryption in transit and AES-256 at rest.
- Zero-trust network segmentation.
- Annual penetration tests.
- Role-based access controls with MFA.
- Supplier due-diligence and DPA contracts.

We also maintain an **Incident Response Plan** and will notify the ICO and affected individuals of any personal-data breach as required by Articles 33-34 UK GDPR.

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## 8. Your Rights

Under UK GDPR (and, where applicable, EU GDPR and CCPA/CPRA) you may:

1. **Access** your Personal Data.
2. **Rectify** inaccurate or incomplete data.
3. **Erase** data (“right to be forgotten”).
4. **Restrict** processing.
5. **Port** data to another service.
6. **Object** to processing based on legitimate interests or to direct marketing.
7. Withdraw **consent** at any time (does not affect prior lawful processing).

8. File a **complaint** with the Information Commissioner’s Office (ICO) or your local regulator.

To exercise any right, e-mail [admin@mikebakes.uk](mailto:admin@mikebakes.uk) or write to us (see §12). We will respond within one month as required by law.

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## 10. Children

Our Services are **not directed to children under 16**. We do not knowingly collect Personal Data from children. If you believe we have inadvertently collected such data, please contact us for deletion.

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## 11. Third-Party Links

Our Site/App may link to external websites or social-media platforms. We are not responsible for their privacy practices; please review their policies separately.

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## 12. Contact, DPO & Complaints

**Data Protection Officer (DPO):**

E-mail: [admin@mikebakes.uk](mailto:admin@mikebakes.uk)

Phone: +44 7904 421656

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## 13. Changes to This Policy

We may update this Policy to reflect new legislation (including the **Data (Use and Access) Act 2025** reforms) or changes to our practices. The “Effective Date” will change, and material updates will be highlighted or notified by e-mail/app notice.

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## 14. State-Specific Disclosures (California, Virginia, etc.)

Residents of California, Virginia, Colorado and other U.S. states with comprehensive privacy laws have additional rights, including the right to opt-out of “sale” or “share” of Personal Data as

defined by those laws and the right to limit use of sensitive data. We honour opt-out signals sent via *GPC* (Global Privacy Control). Full details are available in our **U.S. Privacy Supplement**.

## Important Order & Delivery Terms

By placing an order with **Mike Bakes**, you agree to the following terms and conditions regarding cancellations, refunds, delivery, and responsibility for damaged goods.

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### 1. No Cancellations or Changes After Confirmation

Once your order is confirmed and payment is processed, **it cannot be cancelled, modified, or refunded**, as all our products are handmade to order using fresh ingredients and begin preparation immediately.

Please double-check all order details (items, delivery address, date, and time slot) before confirming payment.

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### 2. Delivery Policy

- Deliveries are made **by our in-house team**, not third-party couriers.
  - You must ensure someone is available to receive the delivery during the **agreed delivery window**.
  - If we are unable to deliver due to **incomplete address, no response at the door, or lack of access**, the order will be **marked as attempted** and **no refund or redelivery** will be offered.
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### 3. Damaged Orders

If your order arrives damaged, please contact us **within 1 hour of delivery** with clear photos showing:

- The damage to the product and its packaging
- The delivery label visible and attached

We will assess each case individually. If the damage is confirmed, we may offer a **partial refund or a replacement**, subject to availability. We do **not** offer compensation for presentation dissatisfaction, flavour preferences, or minor imperfections.

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#### 4. Storage and Consumption

Products should be consumed on the **same day of delivery** or as indicated on the packaging. We are **not liable** for any product degradation due to incorrect storage after delivery (e.g. not refrigerated, left in the sun, etc.).

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#### 5. Allergy Notice

While we take great care, all our products are made in an environment that **handles dairy, eggs, nuts, gluten, and soy**. We cannot guarantee the absence of trace allergens. It is the **customer's responsibility** to inform recipients of any potential allergens.

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#### 6. Custom Orders & Personalised Items

All custom orders and personalised items (e.g. cakes with messages, bespoke designs, etc.) are **non-refundable** under all circumstances, unless damaged on arrival as per clause 3.

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#### 7. Refunds & Disputes

Refunds are processed only in cases of:

- **Non-delivery due to fault on our side**
- **Confirmed and documented product damage upon delivery**

We reserve the right to decline refunds or replacements where:

- Delivery was attempted but unsuccessful
- Products were mishandled after delivery
- Complaints are submitted outside the required timeframe

