



Data Privacy Policy

Introduction

Welcome to <https://www.ardentpubgroup.com> (the “Website”). We are committed to protecting your privacy and ensuring that your personal information is handled in a safe and responsible manner. This Privacy Policy outlines how we collect, use, disclose, and protect your information.

Information We Collect

We may collect the following types of information:

1. **Personal Information:** When you register on our Website, subscribe to our newsletter, or make a purchase, we may collect personal information such as your name, email address, phone number, shipping address, and payment information.
2. **Non-Personal Information:** We may collect non-personal information about your visit to the Website, including your IP address, browser type, operating system, referring URLs, and browsing behavior.

How We Use Your Information

We use the information we collect for the following purposes:

1. **To Provide Services:** To process transactions, deliver products and services, and manage your account.
2. **To Improve Our Website:** To understand how our Website is used and to improve its functionality and user experience.
3. **To Communicate:** To send you updates, newsletters, marketing materials, and other information that may be of interest to you. You can opt-out of receiving these communications at any time.
4. **To Comply with Legal Obligations:** To comply with applicable laws,



regulations, and legal processes.

Sharing Your Information

We do not sell, trade, or otherwise transfer your personal information to outside parties except as described below:

1. **Service Providers:** We may share your information with third-party service providers who assist us in operating our Website, conducting our business, or providing services to you, as long as those parties agree to keep this information confidential.
2. **Legal Requirements:** We may disclose your information when we believe disclosure is necessary to comply with the law, enforce our site policies, or protect our or others' rights, property, or safety.

Security

We implement a variety of security measures to maintain the safety of your personal information. However, please note that no method of transmission over the internet or method of electronic storage is 100% secure.

Cookies

Our Website uses cookies to enhance your browsing experience. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow) that enable the site's or service provider's systems to recognize your browser and capture and remember certain information.

You can choose to disable cookies through your browser settings. However, disabling cookies may affect your ability to use certain features of the Website.

Third-Party Links

Our Website may contain links to third-party websites. We are not responsible for the privacy practices or the content of these external sites. We encourage you to read the privacy policies of any third-party sites you visit.



Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page and updating the effective date at the top of the policy. You are advised to review this Privacy Policy periodically for any changes.

Contact Us

If you have any questions about this Privacy Policy, please contact us.

Ardent Pub Group
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info@ardentpubgroup.com

Purpose:

This Standard Operating Procedure (SOP) outlines the procedures for managing personal data in accordance with data protection principles and applicable laws. It aims to ensure lawfulness, fairness, transparency, security, and accountability in all data processing activities.

Scope:

This SOP applies to all personal data, including directly and indirectly identifiable individual information, collected, stored, processed, or transmitted by the organization.

Data Protection Principles:

This SOP aligns with the following data protection principles:

- **Lawfulness:** Processing must have a lawful basis like consent, contractual necessity, legal obligations, vital interests, or legitimate interests with appropriate safeguards.
- **Fairness and Transparency:** Individuals must be informed about data collection, processing purposes, and their rights.
- **Purpose Limitation:** Data must be collected for specified, explicit, and legitimate purposes and not further processed in a way incompatible with those purposes.
- **Data Minimization:** Collect and process only the minimum personal data



necessary for the identified purposes.

- Accuracy: Maintain accurate and up-to-date personal data through appropriate measures.
- Storage Limitation: Store personal data only for the minimum period necessary for the purposes and comply with retention schedules.
- Integrity and Confidentiality: Implement security measures to protect personal data from unauthorized access, use, disclosure, alteration, or destruction.
- Accountability: Demonstrate compliance with data protection principles and be prepared to respond to individual rights requests.

Procedures:

- Collection: Clearly define purposes, obtain informed consent (or rely on other lawful bases), and minimize data collection.
- Storage: Use secure storage solutions with access controls and encryption where necessary. Refer to the Records Management SOP for specific disposal guidance.
- Processing: Ensure processing is lawful, fair, and transparent, adhering to purpose limitation and minimizing risks.
- Transfers: Follow the Transfers SOP for secure transfer procedures and appropriate safeguards for third-party recipients.
- Disposal: Securely dispose of data reaching its retention period according to the Records Management SOP.
- Recordkeeping: Maintain records of data processing activities, consent, and compliance measures.
- Training: Provide regular training to all personnel on data protection principles, policies, and procedures.
- Monitoring: Regularly monitor compliance with this SOP and data protection laws, taking corrective actions as needed.

Responsibilities:

- Data Protection Officer (DPO): Oversees compliance with this SOP and data protection laws.
- All personnel: Follow this SOP, report concerns, and complete required training.

Review:

This SOP will be reviewed and updated annually or as needed to reflect legal changes or best practices.

Additional Resources:

- Information Commissioner's Office (ICO): <https://ico.org.uk/>



<https://ico.org.uk/>

- General Data Protection Regulation (GDPR): <https://gdpr-info.eu/>: <https://gdpr-info.eu/>

1. Purpose

1.1 Ardent Pub Group is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.

1.2 The Company is fully committed to instilling a strong anti corruption culture and is fully committed to compliance with all anti bribery and anti corruption legislation including, but not limited to, the **Bribery Act 2010** (“the Act”) and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

2. Bribery

2.1 Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.

2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.

2.3 Bribery of a foreign official is defined as the giving or promising of a financial or other advantage which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

3. Consequences of Bribery

3.1 anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.

3.2 For employees of the Company, failure to comply with this Policy and/or with the Act may result in:

3.2.1 disciplinary action which may include dismissal; and



3.2.2 criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.

3.3 For the Company, any breach of this Policy by any employee or business associate may result in:

3.3.1 the Company being deemed to be in breach of the Act;

3.3.2 the Company being subject to fines; and

3.3.3 the Company suffering negative publicity and further associated damage as a result of such breach.

4. Responsibility for Compliance and Scope of Policy

4.1 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.

4.2 It is the responsibility of all of the abovementioned parties to ensure that bribery is prevented, detected and reported and all such reports should be made in accordance with the **Company's Whistleblowing Policy** or as otherwise stated in this Policy, as appropriate.

4.3 No party described in section 4.1 may:

4.3.1 give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;

4.3.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.

4.4 Parties described in section 4.1 must:

4.4.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 9 below;

4.4.2 exercise due diligence at all times when dealing with third parties on behalf of the Company; and

4.4.3 report any and all concerns relating to bribery to your line manager or, in the



case of non employees, their normal point of contact within the Company, or otherwise in accordance with the **Company's Whistleblowing Policy**.

5. Facilitation Payments

5.1 A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.

5.2 Facilitation payments constitute bribes and, subject to section 5.3, may not be made at any time irrespective of prevailing business customs in certain territories.

5.3 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to **Conor Daly, Head of Commercial Operations** as soon as is reasonably possible and practicable.

6. Gifts and Hospitality

6.1 Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the **Company's Gifts and Hospitality Policy**.

6.2 Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.

6.3 The following general principles apply:

6.3.1 Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.

6.3.2 Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.

6.3.3 Cash should be neither given nor received as a gift under any circumstances.

6.3.4 Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.

6.3.5 The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.

6.3.6 Certain gifts which would otherwise be in breach of this Policy and/or the **Hospitality and Gifts Policy** may be accepted if refusal would cause significant and/or cultural offence, however the Company will donate any gifts accepted for such reasons to a charity of **Patrick Campbell Head of People Operations**



choosing.

6.3.7 All gifts and hospitality, whether given or received, must be recorded in the **Hospitality & Gifts Register**.

7. Charitable Donations

7.1 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.

7.2 All charitable donations must be fully recorded in **Charity & Giving Register**

7.3 Proof of receipt of all charitable donations must be obtained from the recipient organisation.

7.4 Under no circumstances may charitable donations be made in cash.

7.5 No charitable donation may be made at the request of any party where that donation may result in improper conduct.

8. Political Donations

8.1 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.

8.2 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

9. Due Diligence and Risks

The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:

9.1 Territorial risks, particularly the prevalence of bribery and corruption in a particular country;

9.2 Cross-border payments, particularly those involving territories falling under section 9.1;

9.3 Requests for cash payment, payment through intermediaries or other unusual methods of payment;

9.4 Activities requiring the Company and / or any associated party to obtain permits or other forms of official authorisation;

9.5 Transactions involving the import or export of goods;



Policy Review Period

This policy will be reviewed every 12 months or sooner if required due to changes in legislation, regulations, or organizational requirements.

Approval & Sign-Off

This policy has been reviewed and approved by the undersigned and is effective as of the date indicated below.

Name: Jack Fraser

Role: Impact Manager

Date: 19th January 2026