



1) Who we are and how to contact us

Revarrgo (“we”, “us”, “our”) is the **data controller** for personal data we handle in the UK.

Registered entity: REVARRGO.COM LIMITED. Company number 16599551

Address: 9 Church Street, Wednesfield, Wolverhampton, England, WV11 1SR

If you appoint a **Data Protection Officer (DPO)** or privacy lead, add:

DPO / Privacy Lead: [Insert name/contact]

Scope: This Policy applies to our website, customer portal, phone/email/chat interactions, and in-person services in the **United Kingdom** (the “Services”).

UK law we follow: UK GDPR, Data Protection Act 2018, and PECR (for cookies and electronic marketing), as **amended (not replaced)** by the **Data (Use and Access) Act 2025 (DUAA)**. We’ll update this policy as the ICO finalises related guidance. ico.org.uk+2GOV.UK+2

2) What we collect

A) Information you provide

- **Identity & contact:** name, email, phone, address, date of birth.
- **Driving & verification:** driver’s licence details (number, issue/expiry, issuing authority), copy/scan where lawful and necessary; other ID if required by insurers or law.
- **Account & preferences:** login details, saved favourites, communication choices.
- **Payments:** billing address, card token/last-4 via our payment provider (we do **not** store full card numbers).
- **Bookings & incidents:** reservations, vehicle class/add-ons, pickup/return details; accident/incident reports, roadside assistance records, insurance claims data (including photos).
- **Communications:** emails, chat, call recordings (with notice), feedback/reviews, dispute information.

B) Information collected automatically

- **Device/usage:** IP address, browser, device type/OS, pages viewed, referring URLs, session times.
- **Cookies/SDKs:** for core functionality, security, analytics, and (if enabled) advertising—see **§10 Cookies**.

C) Vehicle, telematics & location (during rentals)

- **Vehicle status:** odometer, fuel/battery level, diagnostics, fault codes, lock/ignition events.
- **Location data:** GPS at pickup/return and, where enabled and permitted, periodic or event-based location for **safety, theft recovery, overdue return management or incident response**.
- **Tolls/violations:** electronic tolls, parking/traffic citations linked to a rental.

Some safety/anti-theft telematics are essential to the rental. Attempting to disable them may breach the rental agreement and the law.

D) Information from third parties

- **Identity/fraud checks, driver eligibility** (where lawful).
- **Insurance partners & adjusters** (coverage, claims).
- **Payment processors/banks** (transaction status, fraud signals).
- **Analytics/marketing providers** (aggregated insights).
- **Corporate/partner programmes** (if your booking is under a company account).
- **Law enforcement/regulators** (when legally required).

3) Why we use your data (purposes) and lawful bases

We process personal data only when we have a lawful basis under the UK GDPR:

Purpose	Examples of use	Lawful basis
Provide the Service	Take/manage bookings, deliver vehicles, process payments, manage returns	Contract
Check eligibility & prevent fraud	ID/licence checks, risk screening, chargeback prevention	Legitimate interests; Legal obligation (where applicable)
Safety & compliance	Telematics for theft recovery/overdue returns, incident response, recalls	Legitimate interests; Legal obligation
Customer support & service messages	Confirmations, reminders, issue resolution, call recordings (with notice)	Contract; Legitimate interests
Insurance & claims	Handle incidents and claims	Legitimate interests; Legal obligation
Improve & personalise	Analytics, quality assurance, feature testing, service optimisation	Legitimate interests; Consent for certain cookies
Marketing	Email/SMS with offers (see §11 Direct marketing)	Consent (or soft opt-in where permitted by PECR)
Legal & business	Tax/audit records, regulatory responses, enforcing agreements	Legal obligation; Legitimate interests

4) Automated decision-making & profiling

We may use automated tools to help **verify identity**, **assess fraud/risk**, or **check eligibility**. Where decisions are **solely automated** and produce **legal or similarly significant effects**, UK GDPR gives you rights (e.g., to request human review, express your view, and contest the decision). We limit such uses and provide safeguards where applicable. ico.org.uk

5) Sharing your data

We do **not** sell your personal data. We share it only as needed with:

- **Service providers (processors):** hosting, support, payments, ID verification, analytics, communications—bound by contracts and confidentiality.
 - **Insurers & claims handlers; legal advisers.**
 - **Telematics/maintenance/roadside providers.**
 - **Toll/violation authorities** and processing vendors.
 - **Corporate accounts/partners** (if you rent under an employer or programme).
 - **Regulators and law enforcement** where legally required or to protect rights/safety.
 - **Business transfers:** as part of a merger, acquisition, or asset sale (we'll notify you where required).
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6) International transfers (outside the UK)

If we transfer personal data outside the UK (e.g., to cloud or support providers), we use approved safeguards—typically the **UK International Data Transfer Agreement (IDTA)** or the **UK Addendum to the EU SCCs**. Note: EU SCCs **alone** are not valid for UK transfers without the UK Addendum. For the US, we may rely on the **UK Extension to the EU-US Data Privacy Framework ("UK-US Data Bridge")** where recipients are certified. ico.org.uk²ico.org.uk²

7) How long we keep your data

We keep personal data **only as long as necessary** for the purposes above, including legal, tax, insurance, and fraud-prevention requirements. Typical periods (subject to change and lawful requirements):

- **Account & booking records:** generally **6 years** from the end of the financial year (to meet UK company/tax record-keeping duties). [GOV.UK](https://gov.uk)
- **ID/licence verification artefacts:** typically **1–3 years** after rental completion (longer if required by insurers/law).
- **Payment tokens & receipts:** as required for accounting/chargebacks (we do not store full card data).
- **Telematics (granular location):** typically **30–90 days**, unless needed for an investigation, insurance, or legal claim; de-identified/aggregated data may be kept longer.
- **Call recordings:** typically **6–24 months** for quality/training (longer if a dispute arises).

When retention ends, we **delete, anonymise, or archive** securely.

8) Security

We use administrative, technical, and physical safeguards, including **encryption in transit, access controls, role-based permissions, vendor due diligence**, staff training, and incident response. No system is 100% secure; if a breach affecting you occurs, we will notify you and the ICO/others **as required by law**.

9) Your UK privacy rights

Under the UK GDPR, you have rights including: **to be informed, access, rectification, erasure, restriction, portability, objection**, and rights relating to **automated decision-making including profiling**. To exercise these rights, email **[Insert privacy email]**. We may need to verify your identity and will respond within **one month** (extensions allowed by law). ico.org.uk

10) Cookies & similar technologies (PECR)

We use cookies/SDKs/pixels to operate the site, secure your account, measure performance, and (if enabled) tailor content/ads. **Non-essential** cookies (e.g., analytics/advertising) require **prior consent** under **PECR**, with limited exceptions. We provide a **Consent Management** banner where you can accept, reject, or manage categories anytime via **Cookie Settings**. We will keep this section updated as the ICO finalises guidance in light of the **DUAA**. ico.org.uk

- For **email/SMS marketing consent** and the **soft opt-in** rules, see **§11**.
 - Disabling certain cookies may impact functionality.
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11) Direct marketing (email/SMS) under PECR

We only send electronic marketing:

- **With your consent**; or
- Under the **“soft opt-in”** for our **own customers** about **similar** products/services, where we collected your contact details during a sale or negotiations, offered an opt-out at collection, and include an opt-out in every message. You can opt out anytime. ico.org.uk+1

We do **not** use bought-in lists for electronic marketing without ensuring they comply with PECR and UK GDPR standards.

12) Children

Our Services are intended for **adults (18+)** in practice (vehicle rentals). If we offer any online services accessible to younger users, we apply the UK GDPR approach to children's data. Where consent is relied upon for an **information society service**, only children **13+** can consent for themselves; otherwise we require **parental consent** and reasonable verification. ico.org.uk

13) Corporate/partner bookings

If you rent under a **corporate account** or partner programme, we may share relevant booking and billing details with your employer/administrator as required by that contract (e.g., rental dates, vehicle class, charges, incident data where necessary).

14) Complaints

Please contact us first so we can help. You also have the right to complain to the **Information Commissioner's Office (ICO)**:

Helpline: 0303 123 1113 • **Address:** Information Commissioner's Office, **Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF** • **Web:** Make a complaint via the ICO website. ico.org.uk+1

15) Changes to this policy

We may update this policy to reflect changes in our processing or in UK law/guidance (including DUAA-related updates). If changes materially affect your rights, we'll provide a **prominent notice** (and seek consent again where required).

Optional annex: short table of examples

Activity	Data categories	Typical retention	Lawful basis
Booking & rental	Identity, contact, licence, payment token, booking details	6 years (records)	Contract; Legal obligation
Fraud/eligibility screening	ID/licence data, risk signals	1–3 years (or by law)	Legitimate interests; Legal obligation
Telematics during active rental	Location, vehicle status	30–90 days (granular)	Legitimate interests; Legal obligation
Customer support	Contact details, ticket/recordings	6–24 months	Contract; Legitimate interests
Analytics (non-essential cookies)	Usage/device data	12–24 months (aggregated longer)	Consent
Email/SMS marketing	Identity, contact, preferences	Until opt-out or inactivity	Consent or PECR soft opt-in

Copyright & Intellectual Property Notice (UK)

Effective date: [Insert date]

Last updated: [Insert date]

Owner/Controller: [Revarrgo Ltd], [Registered office address], Company No. [●] (the “Company”, “we”, “us”, “our”).

Plain-English summary: Everything on this website and our apps—text, images, videos, logos, graphics, databases, page layouts, and code—is owned by us or our licensors. You may view the site and make personal copies (e.g., cache/print a page for your own records). You may **not** copy, republish, scrape, sell, or commercially exploit our materials without our **prior written permission**. All rights are reserved.

1) What this notice covers

This notice applies to our website, portals, and mobile experiences operated under the **Revarrgo** brand (the “Site”). It explains your limited rights to use the content and our enforcement approach. It sits alongside our **Terms of Use** and **Privacy Policy**.

2) Ownership of content

Unless stated otherwise, the Site and all content on it are protected by intellectual property laws, including the **Copyright, Designs and Patents Act 1988**, UK trade mark law, database rights, design rights, and passing-off.

- **Our content** includes: text, copywriting, photographs, videos, audio, illustrations, icons, graphics, logos, page layouts, look and feel, compilations, databases, product names, metadata, downloadable assets, and software/code.
 - **Third-party content:** Some materials (e.g., map tiles, stock photos, manufacturer images, icons, fonts, open-source libraries) belong to their respective owners and are used under licence. Their licence terms may apply in addition to ours.
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3) “All rights reserved”

Except as expressly permitted below, **all rights are reserved**. No content may be copied, reproduced, adapted, translated, republished, uploaded, posted, publicly displayed, performed, transmitted, or distributed in any form or by any means without our **prior written consent**.

4) Limited licence to use the Site

We grant you a **revocable, non-exclusive, non-transferable** licence to access and use the Site for **personal, non-commercial** purposes only. This allows you to:

- View pages in a web browser or app;
- Temporarily store pages in your browser cache;
- Print a **reasonable** number of pages for your personal records.

You **must not**:

- Reproduce substantial parts of the Site;
 - Modify, translate, or create derivative works from our content;
 - Remove or alter copyright, trade mark, or other proprietary notices;
 - Use our content for training AI models, data mining, or compiling databases without permission;
 - Use any automated tool (scraper, spider, bot, crawler) to access, extract, or index content, except for **standard search engine indexing** in line with robots.txt and accepted industry practice;
 - Frame or embed our pages so they appear on another website or app;
 - Use the Site for any unlawful, deceptive, or fraudulent activity.
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5) Trade marks & branding

“Revarrgo”, our logos, and any other brand elements are UK trade marks (registered or unregistered) of [Revarrgo Ltd]. You may not use our marks (including in meta tags, ads, domains, social handles, or app names) without **written permission**, except for fair and honest referential use (e.g., a review mentioning us) that does not suggest endorsement.

6) Images, videos & manufacturer assets

Images of vehicles, features, and accessories may be our own or supplied by manufacturers/partners/stock libraries. These materials often come with **specific licence restrictions** (e.g., no resale, no redistribution, no use in logos). Unless we state otherwise in a **press kit** or **brand-asset page**, you must request permission before reusing them.

7) Software, code & open-source

The Site may include proprietary code and third-party open-source components.

- Our proprietary code is protected by copyright and other IP laws. Reverse engineering or decompilation is prohibited **except to the extent permitted by law**.
 - Open-source components are licensed under their respective licences; you can view their notices in **/licenses** or within the app settings if applicable.
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8) Database rights & scraping

The compilation of data on the Site (e.g., vehicle listings, pricing, availability, locations) is protected by **database rights**. **Unauthorised extraction, reutilisation, or systematic scraping** is prohibited. Commercial use (e.g., resale, mirror sites, competitive benchmarking publications) requires a **written licence**.

9) Linking policy

You may link to our **homepage** in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not suggest any form of association, approval, or endorsement where none exists. We may withdraw linking permission at any time. **Framing** our content is prohibited.

10) User-generated content (UGC)

If we allow reviews, uploads, comments, or other UGC:

- You promise you **own** or are **authorised** to share the content and that it doesn't infringe anyone's rights.
 - You grant us a **worldwide, royalty-free, non-exclusive** licence to host, store, display, reproduce, edit for clarity/size, and communicate your UGC in connection with providing and promoting the Site and our services.
 - We may remove UGC that we reasonably believe breaches law or our policies.
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11) Permission requests (how to get approval)

For press, academic, partnership, or commercial reuse of our content, email [\[permissions@revarrgo.com\]](mailto:permissions@revarrgo.com) with:

- Your name/organisation and contact details;
- The exact content you wish to use (URLs, screenshots);
- Where and how it will appear (medium, territory, duration, audience size);
- Whether it will be edited or combined with other material;
- Any commercial terms proposed.

We try to respond promptly. No permission is granted unless confirmed **in writing**.

12) Notice-and-takedown (reporting infringement)

If you believe material on our Site infringes your rights, email [\[legal@revarrgo.com\]](mailto:legal@revarrgo.com) with the subject **"IP Infringement Notice"** and include:

1. Your full name, address, phone, and email;
2. A description of the work you claim is infringed (with evidence of ownership where possible);
3. The exact URL(s) or location of the allegedly infringing content;

4. A statement, made in good faith, that you believe the use is not authorised by you, your agent, or the law;
5. A statement that the information in your notice is accurate, and that you are the rights holder or authorised to act for the rights holder;
6. Your physical or electronic signature.

Where appropriate, we may notify the user involved and offer a **counter-notice** process. We reserve the right to remove or disable access to content at our discretion and to **terminate repeat infringers**.

13) No waiver of rights

Failure to enforce any part of this notice is **not** a waiver. We may take action later.

14) Remedies

We may seek all remedies available at law or in equity, including **injunctive relief**, damages, account of profits, delivery-up/destruction of infringing materials, and recovery of reasonable legal costs.

15) Disclaimers

- We do our best to ensure accuracy but make no promise that the Site will be error-free or uninterrupted.
 - Third-party websites linked from the Site are not under our control; we are not responsible for their content or policies.
 - Nothing in this notice limits or excludes liability that cannot be limited or excluded by law.
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16) Governing law & jurisdiction

This notice (and any non-contractual obligations arising out of it) is governed by the laws of **England and Wales**. The courts of **England and Wales** have exclusive jurisdiction, subject to any mandatory statutory rights you have as a consumer.

17) Changes to this notice

We may update this notice from time to time. The “Last updated” date will change accordingly. Significant changes may be announced on the Site.

