

Privacy Policy

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Effective date: 26 July 2026

Data controller: Movesmith Ltd, a company registered in England and Wales under company number 16634345, registered office 86-90 Paul Street, London EC2A 4NE. ICO registration reference ZC149218.

We take your privacy seriously. This Privacy Policy explains how and why we collect, store, use and share information relating to you ("personal data"), your rights, and how to contact us or the regulator. Our handling of personal data is regulated by law, including the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 ("PECR").

1. WHO WE ARE AND WHAT THIS POLICY COVERS

- 1.1 Movesmith Ltd ("Movesmith", "we", "us", "our") is the controller of the personal data described in this Policy. Contact us about privacy at hello@movesmith.uk.
- 1.2 This Policy applies to customers and prospective customers; Operators (suppliers); drivers and crew employed or engaged by Operators; visitors to the Platform; people who interact with our marketing; and people who view, click or request an introduction to an independent Partner.
- 1.3 The Services may link to independent sites or services with their own privacy information. A Partner that receives your information after a named introduction will normally be an independent controller for its own use. A provider acting only on our instructions is our processor.

2. PERSONAL DATA WE COLLECT ABOUT CUSTOMERS AND VISITORS

- 2.1 We collect: identity and contact data (name, email and phone); Draft Quote data (quote inputs, progress, price shown, capture and abandonment timestamps, status, resume-link or draft identifiers and later actions); move details (pickup and delivery addresses, access notes, date, arrival window, property and floor information, move type, selected extras, packing, storage or furniture-collection requirements, declared value and special notes); payment data (card details tokenized by our payment processor, customer identifier and billing address where provided); account data; operational and evidential data (move photographs, sign-off, messages, disputes, damage claims and ratings); communication and preference data (requested quote delivery, service messages, lifecycle communications, channel choices, consent, opt-out and suppression records); marketing data subject to the applicable choice; and technical and experience data (IP address, browser, device, pages and features used, referrer, campaign parameters, email events, feature-test assignment, consented individual-journey or session-recording data, cookies and similar identifiers).
- 2.2 We also collect Partner interaction data, including Partner and campaign identifiers, placement, impression, click, referral identifier, lead-start, the wording and version of a consent request, consent or refusal, lead transfer, conversion status and commission or revenue attributed to an interaction.
- 2.3 We do not use exact possessions, declared goods value, precise addresses, claims information, creditworthiness, financial circumstances or inferred wealth to build advertising profiles. Those details may still be used where necessary to quote, book, perform or protect a Move.
- 2.4 Where session recording or individual experience analytics are enabled, they are used to understand and improve the Platform. Non-essential recording remains off unless the required consent is obtained. We configure recording to exclude or mask contact details, precise addresses, move contents, payment fields, access notes, authentication credentials, sign-off information, claims evidence and free-text fields likely to contain sensitive information.

3. PERSONAL DATA WE COLLECT ABOUT OPERATORS

- 3.1 We collect: business identity data (legal and trading name, Companies House number, registered and operating address); contact and ownership data; vetting and compliance data (Goods in Transit and Public Liability insurance, Vehicle Compliance Declaration, photo identification, ULEZ status, driving licence and driver contact details); financial data (payment-account identifier and status, bank

details held by our payment services provider and payout history); and operational and performance data (coverage area, vehicle or fleet type, availability, job notifications, accept or decline events, completed jobs, cancellation and no-show history, strikes, ratings, messages, move photographs, GPS arrival check-in and audit logs).

- 3.2 Operators provide most of this information at onboarding or through the Supplier Portal. Further information is generated as Operators receive, accept, decline and perform work. We may also verify public business information and receive information from payment, identity, insurance, communications and fraud-prevention providers.

4. HOW AND WHY WE USE PERSONAL DATA, AND OUR LAWFUL BASIS

Purpose	Lawful basis
Quotes, Bookings, Operator assignment, Move delivery and support	Contract; steps requested before contract
Payments and Operator payouts	Contract
Transactional email, SMS and job notifications	Contract; legitimate interests
Operator vetting and ongoing compliance	Legitimate interests; legal obligation where applicable
Disputes, damage claims and Movesmith Cover	Contract; legal obligation; legitimate interests
Fraud prevention, security, audit and service integrity	Legitimate interests; legal obligation
Tax, accounting and regulatory records	Legal obligation
Core operational analytics using Booking and service events	Legitimate interests, subject to minimisation and an LIA
Qualifying aggregate statistical analytics used only to improve the service	Legitimate interests; applicable storage/access exception and free objection
Non-essential analytics, advertising, personalisation and advertising measurement	Consent
Contextual Partner placements selected from the page or service context without identifying you to the Partner	Legitimate interests, subject to an LIA and right to object
Sending identifiable data to a named Partner after a separate request	Consent; or steps specifically requested before a separate Partner contract where applicable
Recording Partner consent, transfer, conversion and commission evidence	Legitimate interests; legal obligation; legal claims
Marketing to existing customers about similar Movesmith services	Legitimate interests and the PECR soft opt-in where available
Other electronic or behavioural marketing	Consent

- 4.1 Where we rely on legitimate interests, we assess the purpose, necessity and impact on people. Our interests include operating and improving a safe and commercially sustainable removals marketplace, protecting the Platform, measuring performance, paying and supporting Operators, and presenting relevant optional services without disclosing identity to a Partner. You can request details of the relevant assessment.
- 4.2 Consent is requested separately from the Marketplace Terms and from the core Booking flow. It must be specific, informed and affirmative. You can refuse or withdraw consent without losing access to the core Platform. For a Partner lead transfer, the request identifies the Partner, purpose and information categories.

5. PARTNER SERVICES, SPONSORED CONTENT AND REFERRAL REVENUE

- 5.1 We may display optional offers or Sponsored Placements from independent Partners, including providers of insurance, storage, packing materials, property services, utilities, telecommunications or other services relevant to moving or operating a removals business. Movesmith may receive an advertising fee, referral fee, commission or other commercial benefit.
- 5.2 We may select contextual Partner content using the immediate page or service context, such as whether the page concerns a home move, business move, packing, storage or Operator insurance. Contextual display does not give the Partner your identity.

- 5.3 Seeing or clicking a Partner placement does not give the Partner your name, contact details or Booking record. If you ask a named Partner to contact you, we show what will be transferred and record your affirmative choice before sending it. The Partner then uses the information under its own privacy policy.
- 5.4 We do not sell personal data or give Partners our customer or Operator database. Revenue from advertising, referral links or consented introductions is not a sale of the database. Partners receive aggregated campaign reporting wherever possible and access only their own campaigns or consented leads.

6. HOW WE SHARE PERSONAL DATA

- 6.1 We share personal data with: the assigned Operator, limited to information required to perform the Move; processors that operate the Platform under written contracts; professional advisers, insurers and claims handlers; authorities, courts and regulators where required or necessary to protect rights, property or safety; a successor entity in a sale, merger or reorganisation subject to appropriate safeguards; and a named Partner after a separate, informed request or consent.

Processors may provide payments, database services, authentication, file storage, hosting, transactional and lifecycle communications, SMS, mapping, consent management, customer and supplier relationship management, analytics, feature testing, session recording, review invitations, advertising measurement, security, support and reporting. Processors act under written contracts and may use personal data only on our documented instructions. Independent Partners receiving a requested or consented lead use information under their own privacy information. Before any such transfer, we identify the Partner, purpose and categories of information.

- 6.3 This Policy generally identifies processors by service category. Where another organization acts as an independent or joint controller, relies on consent collected by Movesmith or receives identifiable information for its own purposes, we identify it through the relevant just-in-time notice, consent request, live Technology Register or other appropriate privacy information before the processing begins.

7. CATEGORIES OF SERVICE PROVIDER

Category	Purpose	Location
Payment processing	Card tokenisation, authorisation, capture, operator payouts and disputes	UK / EEA / US
Cloud database, authentication and storage	Accounts, Bookings, photographs, vetting documents and sign-in	EU / UK
Email and SMS	Transactional messages, job notifications and consented marketing	US / EU
Mapping and geocoding	Map display, postcode lookup, distance and ETA	US / EU
Hosting and content delivery	Platform hosting and edge delivery	EU / US
Consent, analytics and reporting	Privacy choices, aggregate service analysis and consented measurement	UK / EU / US
Insurance and claims	Movesmith Cover, underwriting support and damage claims	UK
Independent Partners	Optional services and named, consented introductions	Disclosed at the point of introduction

- 7.1 Where personal data is transferred outside the UK, we use an applicable UK adequacy regulation or approved contractual safeguards with appropriate supplementary measures. Details of key providers and safeguards are available on request.

8. HOW LONG WE KEEP PERSONAL DATA

Category	Retention period
Booking, payment, customer and Operator records	7 years from the Move
Move photographs	12 months, unless required for an active claim or legal obligation
Operator compliance documents	Relationship plus 7 years, subject to periodic minimisation review

Category	Retention period
Cancelled or aborted Bookings	3 years
Transactional email and SMS logs	3 years
Marketing engagement data	Until withdrawal or 2 years after last relevant interaction
Consent and preference evidence	6 years after last reliance or withdrawal
Partner impression, click and individual attribution data	Up to 13 months; device referral cookie up to 90 days
Consented Partner lead and transfer record	2 years, unless needed longer for claims, accounting or law
Partner conversion, commission and invoice records	7 years where required for tax or accounting
Suppression records	As long as necessary to honour the opt-out
Irreversibly anonymised aggregate reporting	May be retained without a personal-data retention period

- 8.1 We review retention and delete or anonymise personal data when it is no longer needed. A dispute, claim, investigation, legal hold or regulatory requirement may justify longer retention of the relevant records.
- 8.2 Unless a longer period is needed for a Booking, dispute, legal obligation or suppression record, incomplete Draft Quotes and their resume identifiers are normally deleted or anonymized within 90 days of abandonment. Individual session recordings are normally retained for no more than 30 days. Feature-test assignments and individual analytics records are retained only for the period reasonably required to run, validate and aggregate the relevant test or analysis.

9. YOUR RIGHTS UNDER UK GDPR

- 9.1 You may have rights to access, correct, erase or restrict personal data; receive data you provided in a structured machine-readable format; object to processing based on legitimate interests; object to direct marketing at any time; and withdraw consent.
- 9.2 Use the Platform privacy controls or contact hello@movesmith.uk. We may verify identity and normally respond within one month. Rights are not absolute and we may retain financial, tax, audit, dispute and suppression records where lawful.

10. AUTOMATED DECISIONS AND PROFILING

- 10.1 We do not make solely automated decisions producing legal or similarly significant effects without the safeguards required by law. Automated processes may calculate quotes, identify eligible Operators, broadcast job notifications, rate-limit actions, flag fraud and, with consent, measure or personalise marketing.
- 10.2 A Partner, not Movesmith, is responsible for its own underwriting, eligibility, credit or pricing decisions. Movesmith does not determine eligibility for a Partner's regulated product merely by displaying a placement or transmitting a requested lead.

11. HOW WE PROTECT PERSONAL DATA

- 11.1 Measures include encryption in transit; payment tokenisation; database-level and role-based access controls; restricted service-role access; passwordless authentication where used; audit logging; rate limiting; webhook verification; code and dependency review; data minimisation; consent enforcement; and production access restricted to authorised personnel.
- 11.2 No system is entirely secure. We maintain an incident process and make notifications required by law, including to the ICO and affected people where the applicable thresholds are met.

12. INTERNATIONAL TRANSFERS

- 12.1 Some providers may process data outside the UK and EEA. We use applicable adequacy regulations or approved contractual safeguards with supplementary technical and organisational measures. You may request further details.

13. CHILDREN

- 13.1 The Platform is not intended for children under 18 and we do not knowingly collect their personal data. Contact us if you believe a child has provided personal data.

14. COOKIES AND SIMILAR TECHNOLOGIES

- 14.1 The Platform uses storage and access technologies as described in our Cookie Policy at movesmith.uk/cookies. Non-essential analytics, advertising, personalisation and advertising measurement remain off unless the required consent is obtained. Where a legal exception is used for qualifying aggregate statistics, clear information and a simple free objection are provided.

15. CHANGES AND HOW TO CONTACT US

- 15.1 We may update this Policy. Where a change is material, we will provide appropriate notice before it takes effect and request fresh consent where required.
- 15.2 Contact hello@movesmith.uk, 020 3143 1719, or Movesmith Ltd, 86-90 Paul Street, London EC2A 4NE.
- 15.3 You may complain to the Information Commissioner's Office at ico.org.uk or 0303 123 1113. We would welcome the opportunity to address your concern first.