

# THE BRASSERIE

ONE WARWICK PARK

## **TERMS OF WEBSITE USE**

**Please read the following terms and conditions carefully before using [www.brasserie-owp.co.uk](http://www.brasserie-owp.co.uk) as use of the Site means that you agree to them.**

This page (together with the documents referred to on it) tells you the terms of website use on which you may make use of our website [www.brasserie-owp.co.uk](http://www.brasserie-owp.co.uk) (the “Site”), whether as a guest or a registered user.

By using our Site, you accept these terms of website use and you agree to abide by them. If you do not agree to these terms of website use, then you may not use the Site.

### **Information about us**

[www.brasserie-owp.co.uk](http://www.brasserie-owp.co.uk) is a Site operated by One Warwick Park Limited trading as One Warwick Park (“we” or “us”), a company registered in England and Wales under company number 06197768 and with its registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

To contact us, please e-mail [info@onewarwickpark.co.uk](mailto:info@onewarwickpark.co.uk)

### **Other applicable terms**

These terms of website 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 Privacy Policy can be found [here](#), and Cookie Policy [here](#).

- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our Site. When using our Site, you must comply with this Acceptable Use Policy.

### **Accessing our Site**

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Site, or our entire Site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time. You must not access, or attempt to access, the user account of any other user of the Site.

When using our Site, you must comply with the provisions of our [Acceptable Use Policy](#).

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, and that they comply with them.

### **Maintenance of the Site**

Making your use of the Site enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the Site. We will try to do scheduled maintenance during times when we anticipate that online use is lower than normal.

We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Site available again as soon as we think it is safe to do so.

### **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 reference and you may draw the attention of others within your organisation to material posted on our Site, provided you acknowledge the Site as the source of the material by including our address and the Site address in the copy of the material and you inform them that the material may not be copied or reproduced in any way.

You must not modify (i.e. edit, alter, amend or delete in whole or in part) 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 material on our Site must always be acknowledged.

You must not use any part of the materials 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 website use then, without prejudice to any other rights or remedies available to us, 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.

No part of the Site or the contents thereof may be reproduced on or transmitted to or stored in any other site or other form of electronic retrieval system. Any waiver of or failure or delay to enforce, this provision by us in the event of any breach of it on one or more occasion shall not prevent it from subsequently enforcing it in respect of that or any other breach.

### **Reliance on information posted**

Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

### **Our Site changes regularly**

We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

### **Our liability**

The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. The material is for information purposes only and does not constitute advice. You should check any information on the Site and use your own judgment before doing or not doing anything on the basis of what you see. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;

- loss of data;
- loss of goodwill; and
- wasted management or office time

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We are not liable for any dealings you have with third parties (including but not limited to other users, advertisers, promoters) that take place using or facilitated by the Site.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **Information about you and your visits to our Site**

We process information about you in accordance with our [Privacy](#) and [Cookie Policy](#). By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

### **Uploading material/information to our Site**

Whenever you make use of a feature that allows you to upload material/information to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in our [Acceptable Use Policy](#). You warrant that any such contribution does comply with those standards, and you will indemnify us for any breach of that warranty.

Any material you upload to our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site.

We have the right to remove any material or posting you make on our Site if, in our opinion, such material does not comply with the content standards set out in our [Acceptable Use Policy](#).

### **Viruses, hacking and other offences**

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.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach 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 a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

### **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, but 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 from 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. The website

from which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to make any use of material on our Site other than that set out above, please address your request to [info@onewarwickpark.co.uk](mailto:info@onewarwickpark.co.uk).

### **Links from 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 accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Jurisdiction and applicable law**

If you are a consumer, please note that these terms of website use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of website use, its subject matter and its formation (and any non- contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Variations**

We may revise these terms of website use at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of website use may also be superseded by provisions or notices published elsewhere on our Site.

### **Your concerns**

If you have any concerns about material which appears on our Site, please contact [info@onewarwickpark.co.uk](mailto:info@onewarwickpark.co.uk).

Thank you for visiting our Site.