

## TERMS AND CONDITIONS

Welcome to Rothesay Rooms' website and thanks for visiting.

### ABOUT OUR TERMS

Please read these terms of use carefully because they, together with our Privacy Notice, set out the terms on which we make our website available to you. If you continue to browse and use this website, you are agreeing to comply with and be bound by these terms. If you do not agree with any of these terms, you should stop using the website immediately.

### ABOUT US

Rothesay Rooms's website is ultimately controlled by BaxterStorey Limited (company number **01962583**). We are registered in England and Wales and our registered office is 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT.

If you have any concerns or queries about our website or these terms, please contact us by:

- Sending an email to [dataprotection@wshlimited.com](mailto:dataprotection@wshlimited.com)
- Sending a letter addressed to BaxterStorey Limited at TVP 2, 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT; or
- Calling us on 01339 753816

### USE AND ACCESS TO THE WEBSITE

We try to make the website as accessible as possible but shall not be liable to you if for any reason the website is unavailable at any time or period.

The website may be suspended temporarily or permanently and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

We make no promise that our website is appropriate or available for use in locations outside of the UK. If you choose to access the website from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

### VISITOR MATERIAL AND CONDUCT

Other than personal identifiable information (which is covered under our Privacy Notice), any material you transmit or post to the website (where this is possible), shall be considered non-confidential and non-proprietary. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in the posting or upload for any and all our commercial or non-commercial purposes.

In keeping with the character and spirit of the website you are prohibited from posting or transmitting to or from the website any material:

- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- for which you have not obtained all necessary licences and/or approvals; or
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in any country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). You may not misuse the website including, without limitation, by hacking or attempting to gain unauthorised access to any areas of our website, the server on which our website is stored or any server, computer or database connected to our website.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above. In the event of such a breach, your right to use our website will cease immediately.

#### **LINKS TO AND FROM OTHER WEBSITES**

If you want to link to our website, please let us know before you do as you need to have our permission. If you would like to do so, please contact us on 01339 753816 or email us on [dataprotection@wshlimited.com](mailto:dataprotection@wshlimited.com). We have the right to withdraw linking permission at any time and without prior notice.

Our website may contain hyperlinks to references to third party websites other than this website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website and is at your own risk.

#### **SOCIAL NETWORKING**

These terms govern any reviews, comments or posts that you make on or that reference or tag any Rothesay Rooms' and/or BaxterStorey related third party social networking sites, including but not limited to our Twitter, LinkedIn, Instagram and Facebook pages. All comments, images, videos and any other type of material posted on any third-party social networking site do not necessarily reflect the opinions and ideas of Rothesay Rooms' and/or BaxterStorey or its employees and we are not responsible for any such content. All such content must comply with these terms and with those of the third-party networking site.

#### **INTELLECTUAL PROPERTY**

All rights, including copyright and intellectual property rights, in and to this website including all graphics, photographs, text, artwork, logos, trademarks, visual interface, user interface and any computer code are owned by or licensed to Rothesay Rooms. We and our licensors reserve all our intellectual property rights, whether registered or unregistered anywhere in the world. This means that you can use the content from this website for your own personal use, but you may not use any content on your own website or in any other public or commercial manner. If you want to do this, you must get our prior written consent. Any unauthorised use may give rise to a claim for damages and/or be a criminal offence. Nothing in these terms grants you any legal rights in the website or its content other than as necessary for you to access it.

#### **REGISTRATION**

Where there is the option to register for a particular area of the website and you choose or are provided with a user identification code, username and/or password, you should treat this information as confidential. Each registration is for a single user only. We reserve the right to disable any identification or password, chosen or allocated, at any time if, in our reasonable opinion, we believe you have failed to comply with these terms and conditions. Responsibility for the security of any passwords issued rests with you.

Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Notice.

#### **DISCLAIMER**

The information contained on our website provides general information about the Rothesay Rooms' business and the services we offer. Whilst every care is taken with the preparation of the content on the website, we do not accept responsibility for any errors or omissions on the website. The content on the website may be out of date, and we make no commitment to update such content. Where we provide details of our events, we make no promise that those menus will be available in the particular events on a particular day; all menus are subject to availability and subject to change from time to time without warning.

To the maximum extent permitted by law, we provide you with the website on the basis that we exclude all representations, warranties, conditions and other terms (including without limitation the accuracy, timeliness, performance, completeness or suitability of the information and materials found on the website for any

particular purpose). In particular, we do not represent or warrant that the website will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take your own precautions in this respect.

#### **LIABILITY – PLEASE READ THIS CAREFULLY**

Neither we; nor our affiliates; nor anyone else who has helped develop, create, produce, maintain or deliver our website or the content of our website; nor officers, directors, employees, shareholders or agents of the aforementioned shall be liable or responsible for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with or as a result of:

- the use of, or the inability to use, the website in any way;
- the use of, or reliance on, the content of the website;
- any websites linked to the website or the material on such third party websites; or
- any viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the website.

Please note that nothing shall exclude or limit our liability for death or personal injury caused by our negligence (as such term is defined by the Unfair Contract Terms Act 1977), fraud or fraudulent misrepresentation or any liability which cannot be excluded or limited under applicable law.

#### **YOUR PRIVACY AND PERSONAL INFORMATION**

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

#### **CHANGES TO THESE TERMS**

Please note that we may revise these terms at any time by updating this page. We recommend that you check this page from time to time to review these terms because they are binding on you.

#### **GOVERNING LAW AND JURISDICTION**

These terms shall be governed by and construed in accordance with the law of England and Wales. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts.