

Website Terms of Use

Last updated: 28 March 2018

Website Operator: Punch Taverns Ltd ("we" or "us" or "our").

If you have any complaints or comments about the Website our contact email address data.protection@punchtaverns.com

Please read these Terms of Use carefully before you use this Website. They are legally binding and contain important information relating to use of this Website and apply to everyone who uses this Website.

You may only use this Website if you are at least 18 years old.

We shall be entitled to enforce these Terms of Use, but nothing in these Terms of Use shall otherwise confer any right on any other person. These Terms of Use also incorporate:

our Privacy Policy and (which tells you how Punch Taverns use your personal information collected on this Website and otherwise); and

our Cookies Policy (which tells you how we use cookies on this Website).

If there is any conflict or ambiguity between these documents, the following order of precedence shall apply: 1st the terms in this document, 2nd our Privacy Policy, and then 3rd our Cookies Policy.

1. Your acceptance of these Terms of Use

By accessing and/or using this Website you agree to accept and comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, please do not access or use this Website.

2. Changes to these Terms of Use

We may revise these Terms of Use at any time by amending this page on the Website and will indicate at the top of the page when these Terms of Use were last revised.

3. Accessing our Website

3.1 You may only use this Website in a personal capacity and not in the course of your trade or business. You may only use this Website if you are at least 18 years old.

3.2 We permit access to this Website on a temporary basis, and we reserve the right to withdraw or amend access to this Website without notice. As we do not charge you for accessing this Website we will not be liable to you if for any reason this Website is unavailable at any time or for any period.

4. Restrictions on use

You agree to use the Website strictly in accordance with the Terms of Use and all applicable laws and regulations and in a manner that is not likely to and does not cause any harm or damage to us, any Punch Taverns Group companies, or any of our contributors, suppliers, contractors or other customers or any other visitors of the Website.

5. Termination of access

5.1 We reserve the right at any time to terminate or restrict or suspend access to this Website (without giving you any prior notice).

6 Information and content you provide

Whenever you provide us with information via the Website or otherwise the information must be complete, accurate, up-to-date and not misleading. In addition you confirm that you give us and/or any Punch Taverns Group companies, permission to use the information provided as set out in our Privacy Policy. We may rely on this information so it is important you comply with this requirement.

By submitting content to this Website by email, postings on this Website or otherwise, you grant Us and Punch Taverns Group companies a nonexclusive, royalty-free, perpetual, transferable, irrevocable right to (a) use, copy, modify, distribute, publish, and make available all or part of such material anywhere in the world; and (b) use your name in connection with such material.

We do not monitor or control any messages or content posted by users to this Website and will not be in any way responsible or liable for such content. We reserve the right in our sole discretion to remove any user posted content without notice.

If you post comments or materials to this Website you agree not to post any material that:

Is untrue, unlawful, misleading, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy, inciting, abusive, fraudulent or otherwise objectionable;

promotes racism, bigotry, hatred or incites physical harm of any kind against any group or individual;

violates any industry or regulatory rules or guidelines; provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

may infringe any third party intellectual property right;

pretends to originate from someone else;

contains private, personal or confidential information about an individual or business;

in our judgment is objectionable or which may expose us or Punch Taverns Group companies to liability, damage or a claim;

We take no responsibility for any materials posted, by any third party. Neither we nor Punch Taverns Group companies are liable for any mistakes, defamation, infringement or illegal content included in such user posted materials and you review and access such content at your own risk.

7 Your liability to us

If you breach any of these Terms of Use then you must reimburse us for all costs, claims, expenses and other liabilities we incur as a result of your breach of these Terms of Use, and that a reasonable person could reasonably foresee would be the direct result of the relevant breach. This is in addition to any other specific remedies we have in these Terms of Use or under the law generally (such as our right to prevent you accessing this Website).

8 Our liability to you

- 8.1 Website content. We do not warrant the accuracy or completeness of the material on the Website. We may make changes to the functionality of the Website, the material on the Website and/or any of the goods and services (including their prices) described in it, any time without notice. Any of the content on this Website may be out of date at any given time, and we are under no obligation to update such content.
- 8.2 Third party websites. Mention of third party products, services, companies and websites on this Website is for information purposes only and constitutes neither an endorsement nor a recommendation.
- 8.3 Third party rights. We provide no assurance that the use by you of information available on this Website will not infringe third party rights (including intellectual property rights) and we will have no liability in this regard.
- 8.4 Exclusions. The material on the Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, 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 conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal disclaimer, might have effect in relation to the Website.
- 8.5 Liability limit. Our maximum liability to you for our breach of these Terms of Use or for our negligence or the negligence of our employees or agents or for any recoverable costs, expenses, claims or other liabilities arising out of your use of this Website will not exceed £100. We consider and you acknowledge the limitations and exclusions of our liability set out in these Terms of Use are fair and reasonable and have been calculated by reference to the facts you do not pay to access this Website.
- 8.6 We do not limit or exclude 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.
- 9 Links to and from our Website
 - 9.1 We have included links to other websites. Whilst we will from time to time review the websites to which we have linked, we do not endorse the contents of those linked websites. We disclaim all liability arising from the information or materials contained on any linked websites.
 - 9.2 You may not link to this Website, nor frame it, nor extract information or data from it other than for your personal use without our express permission. If you would like to link or frame to the Website please contact us. We may withdraw linking/framing permission at any time without notice.
- 10 Viruses, hacking and other offences
 - 10.1 You must not misuse this Website by knowingly introducing material which is malicious or technologically harmful or that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or interfere with or disrupt the Website. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website.

10.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any offence to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

10.3 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 this Website or to your downloading of any material posted on it, or on any website linked to it.

11 Trademarks, copyright and other use of this Website

11.1 Our rights. Except for other content that we post on this Website and credit as being owned by a third party, all the content on this Website and all intellectual property rights (including copyright, trademarks and database rights) arising in that content and this Website generally are owned by us or our licensors and must not be reproduced, distributed or made available without prior permission of the owner of those rights;

11.2 all business names and other marks used on this Website are owned by us or our licensors (including third party providers of goods and services available via the Website) and may not be used without their prior written permission.

11.3 You may not use any meta tags or any other hidden text using our names or trademarks without our prior written permission.

11.4 Your rights. Unless specifically stated that particular materials can be used more widely, you are only permitted to copy the materials contained on the Website for personal non-commercial use. The grant of this limited licence is conditional upon your agreement to and compliance with these Terms of Use. Any other use of any of the materials on this Website including, modification, distribution, or making available, without our prior written permission is strictly prohibited.

11.5 Breach of our rights. If you copy or download or publish or make available any content from this Website in breach of these Terms of Use, your right to use this Website and content on this Website will cease immediately and you must, at our option, return, delete, take down or destroy any copies of the content from this Website.

12 Miscellaneous

12.1 Transfer of rights. We may assign or transfer our rights and obligations under the contract between you and us to another person or organisation. You may only transfer your rights or obligations under these Terms of Use to another person if we agree in writing.

12.2 Governing law and jurisdiction. These Terms of Use are governed by English law. This means these Terms of Use and any dispute or claim arising out of or in connection with them will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland

13 Punch Taverns

13.1 Punch Taverns Group companies include:

Punch Taverns Ltd (company number 3752645), VAT No. 745 7724 03

Punch Partnerships (PML) Ltd (company number 03321199), VAT No.666 0183 45

Punch Partnerships (PGRP) Ltd (company number 03988664), VAT No.745 7724 03

Punch Taverns (Branston) Ltd (company number 05596581), VAT No. 745 7724 03

13.2 The registered offices of all these companies are at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF.