

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) advises you of the terms upon which you may make use of our website www.waterloobarandgrill.com ("our Site"). Please read these Terms of Use carefully before you start to use the Site. By using our Site, you accept these Terms of Use and you are agreeing to abide by them. If you do not agree to them, please refrain from using our Site.

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we may make, as such changes are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our site.

1. INFORMATION ABOUT US

- 1.1 www.waterloobarandgrill.com is a website owned and operated by Waterloo Brasserie Limited ("we", "us", "our"), a private limited company. We are registered in England and Wales under company number 05840721 and we have our registered office at Park House, 26 North End Road, London NW11 7PT. Our VAT number is 882389183.
- 1.2 Our Site is established to enable you to obtain information about us, and the other businesses within our Group ("Information").

2. ACCESSING OUR SITE

- 2.1 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.
- 2.2 From time to time, we may restrict access to some parts of our Site, or to our entire Site, to visitors.

3. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 3.1 We have the right to revise and amend these Terms and Conditions from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 3.2 You will be subject to the policies and Terms and Conditions in force at the time that you request any Information from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority, or if we notify you of the change to those policies or these Terms and Conditions (in which case we have the right to assume that you have accepted the change to the Terms and Conditions).

4. YOUR AGREEMENTS

YOU AGREE that:-

- 4.1 we shall be entitled to withdraw any information from our Site if the Information is inaccurately described on the Site or where obvious errors have been made;
- 4.2 whilst we will utilise anti-virus protections, it is your obligation to ensure that any use you make of our Site is free of any virus, Trojan horse, worm or any other items of a destructive nature. You will not hold us responsible for any damages that result from you accessing the Site (including any software or systems you use to access the Site).
- 4.3 you will not attempt or permit or encourage others to attempt to copy or make use of any intellectual property appearing on our Site for any commercial use or in any manner which would constitute an infringement of our copyright.
- 4.4 variation in computer, browser and operation will create differences in visual layout and usability of the Site. We have given due care and attention to minimising these differences, but cannot be held responsible for specific operational differences.

5. SYSTEM REQUIREMENTS

The computer, internet access and system operated by you and your ability to use the same may affect your ability to use our Site. You acknowledge and agree that any system requirements necessary to preview, and /or view any Information from our Site are your responsibility.

6. MISUSE OF THE SITE

- 6.1 We reserve the right to suspend or terminate your access to the Site or parts of it if at our sole discretion we believe you are in breach of any provision of this Agreement. If your access has been suspended or terminated you will not be permitted to re-access the Site without our prior consent.
- 6.2 You will only use the Site for the purposes referred to in this Agreement and not access the Site or use information gathered from it to send unsolicited e-mails.

7. INDEMNITY

You agree to indemnify and hold harmless us, our directors, employees and consultants from and against any and all claims, losses, demands, causes of action and judgments (including solicitors' or attorneys' fees and court costs) arising from or concerning any breach by you of this Agreement and/or these Terms and Conditions for your use of the Site and you agree to reimburse us on demand for any losses, costs or expenses we incur as a result thereof.

8. ASSIGNMENT

- 8.1 You may not transfer or otherwise deal with your rights and/or obligations under these Terms and Conditions.
- 8.2 We may sub-contract, transfer or otherwise deal with our rights and/or obligations under these Terms and Conditions in whole or in part.

9. BOOKING A TABLE ONLINE

- 9.1 Our Site gives you the opportunity to reserve a table at the Bar and Grill. Please note that when you use this facility by clicking on the booking icon you leave our Site completely and are redirected to a third party site to search for and make your booking. We have no control over that third party site nor of their Terms and Conditions of Use or Privacy Policy for that site. We can accept no liability whatsoever for any acts or omissions in relation to your booking whilst using that third party site, nor in relation to the personal information they may obtain from you for the purposes of arranging your booking.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All intellectual property content on the Site including, without limitation trademarks, button icons, logos, graphics and images is owned by us or licensed to us and is protected by International Copyright laws. Your use of them is governed by this Agreement, certain end-user licence agreements, and applicable law.
- 10.2 You will infringe our rights if you copy or reproduce any part of the Site save for:
 - 10.2.1 a temporary copy of any part of the Site which is automatically made or retained by your browser as you browse the Site; or
 - 10.2.2 you printing out any pages from the Site as a record of any Information you have requested or obtained from it; or
 - 10.2.3 you printing out a copy of these Terms and Conditions which we would request you to do; or
 - 10.2.4 your own personal use provided that:
 - 10.2.4.1 no documents or related graphics on the Site are modified in any way;
 - 10.2.4.2 no graphics on the Site are used separately from the corresponding text; and
 - 10.2.4.3 the Company's copyright and trade mark notices and this permission notice appear in all copies.

Other than for the above four exceptions you must not copy the intellectual property in question for any purpose.

10.3 For the purposes of this Clause 10 "copy" and "copying" shall include non-literal copying as well as the copying of the structure and form of the Site and any elements within it.

11. GENERAL

11.1 We will not be liable for errors or omissions on the Site nor for loss or damage suffered by you as a result of any unavailability of the Site or by any use by you or reliance placed on the Site or its contents including any damage caused to your computer or otherwise howsoever, or any direct, indirect or consequential loss or loss of data.

11.2 We shall not be liable to you for the failure of any equipment, data processing system or transmission link and will not be liable to you as a result of any down-time which may occur upon the Site.

11.3 The Site is provided "as is" and you acknowledge that despite our reasonable endeavours the Site may contain bugs, errors and other problems (including, but not by way of limitation) infection by viruses (despite anti-virus protections which may be incorporated) or anything else which may cause contamination or destruction of any sort that may cause system failures. Notwithstanding, we will use all reasonable endeavours to correct any errors and omissions as quickly as practicable after being notified by e-mail to info@waterloobarandgrill.com.

11.4 We shall not be responsible to you for damages or otherwise in respect of any error made in Information on the Site.

11.5 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently the Site (or any part thereof) without notice to you and without any liability to you or to any third party.

11.6 Links to third party websites on the Site are provided solely for your convenience. If you use these links, you leave the Site. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk.

11.7 You may not include a link to our Site, or display the contents of our Site, surrounded or framed or otherwise surrounded by content not originating from us without our consent. Any unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress and may result in the termination of this Agreement or other remedies as set out in this Agreement.

It is the responsibility of any third parties on this Site to ensure that any content submitted by them for inclusion on the Site complies with applicable laws and regulations and we shall not be responsible for or liable to any extent for any error or inaccuracy which may appear in such content.

12. DISCLAIMERS

- 12.1 To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set out in this Agreement is prohibited by any law which is applicable, then, instead of the provisions hereof in such particular circumstance, we shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law and in no event shall such damages or liability exceed ten pounds (£10).
- 12.2 You understand and agree that your use of the Site is at your own sole risk. The Site is provided "as is" and without warranty by us, and, to the maximum extent allowed by applicable law, we expressly disclaim all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and any warranty of non-infringement. We do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Site with respect to performance, accuracy, reliability, security capability or otherwise. You will not hold us responsible for any damages that result from you accessing (including any software or systems you use to access) the website service or using the Site including, but not limited to, infection by virus, damage to any computer, software or systems or portable devices you use to access the same. No oral or written information or advice given by any person shall create a warranty or a representation from us.
- 12.3 We make no warranty that any particular device or software you use will be compatible with this Site. It is your sole responsibility to ensure that your system(s) will function correctly with this Site.
- 12.4 Under no circumstances shall we be liable for any unauthorised use of the Site or the Information on it.
- 12.5 Under no circumstances shall we be liable to you for any direct, indirect, consequential, incidental or special damages arising out of your use of or inability to use the Site, even if we have been advised of the possibility of such damages.

13. THIRD PARTY RIGHTS

This Agreement is only for the benefit of you and us and no other person can claim a benefit from this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 which Act shall not apply to this Agreement.

14. LAW AND LEGAL NOTICES

This Agreement and any other terms or documents referred to herein represent your entire agreement with us with respect to your use of this Site. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. English Law governs this Agreement and your use of the Site, and you expressly agree that the English courts shall have

exclusive jurisdiction over any claim or dispute between us or relating in any way to your account or your use of this Site.

15. ACKNOWLEDGEMENTS

You acknowledge that we may change the terms of this Agreement by posting a new Agreement on the Site. You acknowledge that it is your responsibility to check the Site regularly to ascertain if changes have been made and your continued use of the Site after such a change will constitute your acceptance of the changes.

You acknowledge that you have read, understood and agree to be bound by the Terms and Conditions of this Agreement and by our Privacy Policy both of which are available from our website www.waterloobarandgrill.com

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Our VAT number is 882389183.