



# Wild Roots Kitchen & Bar Ltd. Website Policies

## WEBSITE TERMS AND CONDITIONS

You should read these terms and conditions carefully before using this Website, whose URL is [wildrootskitchenandbar.co.uk](http://wildrootskitchenandbar.co.uk). By accessing or using the Website, you agree to be bound by these Terms and Conditions and also our Website Privacy Policy. If you do not agree with or accept any of these Terms and Conditions, you should cease using the Website immediately.

Please note that no sale of products or services takes place on this Website. Any agreement to provide wedding services will be governed by separate terms and conditions which will be provided to you separately.

## INTRODUCTION

1. Wild Roots Kitchen & Bar Ltd. is a company incorporated in England & Wales under company number 12808915 and whose registered office is at 30 Pant Glas, Pencœd, Bridgend, Wales, CF35 6YL.
2. We reserve the right to vary these Terms and Conditions from time to time without notifying you. By continuing to use and access our Website you agree to be bound by any variation made by us. It is your responsibility to check these Terms and Conditions on the Website from time to time to verify such variations.
3. While we make every effort to ensure that the Website is available, we do not represent, warrant or guarantee in any way the Website's continued availability at all times or uninterrupted use by you of the Site. We reserve the right to suspend or cease the operation of the Website from time to time at our sole discretion. We reserve the right to prevent or suspend your access to the Website if you do not comply with any part of these Terms and Conditions or any applicable law.



## PERSONAL INFORMATION AND DATA PROTECTION

4. We retain and use all information strictly under our Website Privacy Policy. Please see our Website for more details.

5. If we receive Personal Data (as defined in the General Data Protection Regulation) pursuant to these Terms and Conditions, we shall only use it as strictly necessary for the performance of our obligations hereunder.

6. We have implemented appropriate security, technical and organisational procedures in respect of the integrity and confidentiality of any of your Personal Data. Such Personal Data will not be recorded, disclosed, processed, deleted, altered, used or otherwise tampered with in an unauthorised or accidental manner and at all times is protected in accordance with the General Data Protection Regulation.

## USE OF THE WEBSITE

7. You may only use the Website, where you agree:

A. Not to use the Website for any purpose that is unlawful under applicable law, or prohibited by these Terms and Conditions;

B. Not to defame, disparage anybody or in a manner which is obscene, derogatory or offensive;

C. Not to copy, modify, adapt, disassemble, decompile, duplicate, reproduce, reverse engineer, and/or translate the source code and/or the content of the Website;

D. Not reformat any content, code, or other proprietary material on [wildrootskitchenandbar.co.uk](http://wildrootskitchenandbar.co.uk);

E. Not to use the Website in any unauthorized commercial manner other than those contained in these Terms and Conditions;

F. Not to use the Website in any manner that would damage, overburden, immobilise, or impair [wildrootskitchenandbar.co.uk](http://wildrootskitchenandbar.co.uk); and

G. Not to use the Website to harass or interfere with the enjoyment of other users.





## DISCLAIMER

8.The Website is provided to you on an "AS IS, AS AVAILABLE" basis. Consequently we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the website, including without limitation as to completeness, accuracy and currency or any content and information on the Website, or as to satisfactory quality, or fitness for particular purpose. We do not warrant:

A.That the Website will be at all times available, timely, secure, error-free, and uninterrupted;

B.That the Website will meet your requirements and expectations, or any content obtained by you through the use of the Service will be legal, reliable and correct; and

C.We disclaim any warranties for any damages or injury caused by the use of the Website including but not limited to the result of any mis-delivery or untimely transmission of information, error, omission, failure to back up, interruption, deletion, defect, failure of performance and operation, computer malware, theft, fraud, unauthorized access, and alteration of user content.

9.Content on the Website is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites which may be of interest. We do not represent, warrant or promise (whether express or implied) that any information is or remains accurate, complete and up to date, or fit or suitable for any purpose. Any reliance you place on the information on the Website is at your own risk. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights.

10.Under no circumstances shall we be liable to you for any loss or damage suffered (including without limitation direct or indirect losses) arising from your use of, or reliance on, this Website.

11.We do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on [wildrootskitchenandbar.co.uk](http://wildrootskitchenandbar.co.uk) or for any other statutory rights which are not capable of being excluded.

## INTELLECTUAL PROPERTY RIGHTS

12. By using the Website, you acknowledge and agree that Wild Roots Kitchen & Bar Ltd. is the sole owner of the Website. We own all legal right, title and any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered)) which exist in [wildrootskitchenandbar.co.uk](http://wildrootskitchenandbar.co.uk). You further acknowledge that you are not entitled to use, remove, transfer or alter any of Wild Roots Kitchen & Bar Ltd.'s title, trademarks, trade names, service marks, logos, domain names and other distinct brand features of Wild Roots Kitchen & Bar Ltd. and/or [wildrootskitchenandbar.co.uk](http://wildrootskitchenandbar.co.uk). You agree that by using the Website, no title to the Intellectual Property will be transferred to you. The full ownership rights will remain as exclusive property of Wild Roots Kitchen & Bar Ltd. and nothing in these Terms and Conditions grants you any rights in the Website or the content within the Website.



## HYPERLINKS AND CONTENT OF THIRD PARTY WEBSITES

13. The Site may contain hyperlinks or references to external third party websites. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and we accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services by us. Your use of a third party site may be governed by the terms and conditions of that third party site

## INDEMNITY

14. You acknowledge and agree to indemnify and hold harmless Wild Roots Kitchen & Bar Ltd., its site editors, representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any costs, expenses, proceedings, actions, losses, damages, liabilities, claims or demands including reasonable legal fee made or filed by any third party due to or arising out of your conduct or connection with the Website, your provision of content, your violation or breach of these Terms and Conditions or Privacy Policy, or your violation or breach of any rights of any other person or party.

## GENERAL

15. These Terms and Conditions contain the entire understanding and agreement between us and you in relation to your use of the Website and supersedes and replaces any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.

16. Should any part of these Terms and Conditions for any reason be declared invalid or unenforceable by a court of a competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.

## GOVERNING LAW AND JURISDICTION

17. These Terms and Conditions shall be governed by, and construed in accordance with, the law of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

Version 1 – 23rd October 2020





## PRIVACY POLICY

This privacy policy applies between you, the visitor to this website and/or user of our services and Wild Roots Kitchen & Bar Ltd. the owner and provider of this website who also acts as a Data Controller under the General Data Protection Regulation ('GDPR') and the Data Protection Act 1998.

Wild Roots Kitchen & Bar Ltd. takes the privacy of your information very seriously. We have a few simple principles which we abide by in order to protect your privacy:

- We only ask you for information which we genuinely need in order to provide you with a better service, for example your name and e-mail address if you want to enquire about our services; and
- Unless legally obliged to do so, we won't share your information with anyone, other than for the standard running of our business. For example, for you to make payment for our services we would need to ask additional personal and financial information to give to our bank in order to process the transaction.

This privacy policy applies to our use of any and all data collected by us or provided by you in relation to your use of the website and/or the provision of our services to you. We aim to make our collection and use of your data as clear and as transparent as possible, but for brevity it has not been possible to list every circumstance in which we will use your data. We recommend that you read this privacy policy carefully. Any questions or queries you may have can be sent directly to us at: [theteam@wildrootskitchenandbar.co.uk](mailto:theteam@wildrootskitchenandbar.co.uk)

### IMPORTANT INFORMATION REGARDING OUR WEBSITE AND SERVICES

This privacy policy applies only to the website of Wild Roots Kitchen & Bar Ltd. ([www.wildrootskitchenandbar.co.uk](http://www.wildrootskitchenandbar.co.uk)) and does not extend to any websites that can be accessed from this Website. This includes, but is not limited to, any links we may provide, including to social media websites.

**Cookies.** In order for our website to function properly and to provide you with a pleasant user experience, it is necessary for us to use Cookies – small text files that are placed on your computer by the website. Visitors to our website who do not wish to have cookies placed on their computers should set their browser preferences to refuse cookies before accessing our website; although the website may then not work properly. For more information on the Cookies we use, please visit our Cookies Page.

### INFORMATION COLLECTION ON OUR WEBSITE

We collect information as follows:

- **Google Analytics.** We may use Google Analytics to collect standard internet log information about visitors to our website. This is done in order to discover, for example, how many visitors we have to the website. The information is processed in such a way that visitors to our website are not identified, and we do not permit Google Analytics to process your information in a way which would allow you to be identified. You can read more about the use of Google Analytics and their privacy policy on their website.
- **Website Security.** We use a third party hosting service to maintain the security and performance of our website, and in order to do this it is necessary to collect the Internet Protocol ('IP') address of visitors to our website.



## DATA REQUESTED FROM YOU

In line with our principles, in addition to electronic data automatically collected when you use our website, in order to provide you with a service or to respond to any questions or queries you may have, we may request and collect the following data from you:

- (a) Name;
- (b) Location; and
- (c) Contact Information such as email addresses and telephone numbers.

## OUR USE OF YOUR DATA

Where you have requested we provide you with a service, we will keep your data for the purposes of providing that service or for other closely related purposes. For example, where you purchase a service from us, we may e-mail you to ask you if you were happy with the service and if there is anything we can do to improve our service to you. We will never rent or sell any of the data you provide to us, and any third parties we use will only ever process your information for us on a need to know basis and in accordance with this privacy policy.

Other than data we are legally obliged to keep for longer periods, for example as regards taxation legislation, we will retain any data you submit to us for a period of one year. This includes e-mail correspondence. We take the security of your data very seriously. All of your data which we collect is stored securely with appropriate physical, managerial and electronic safeguards in accordance with the principles of the GDPR and any other applicable legislation.

## THIRD PARTY ACCESS TO YOUR DATA

We strive to keep third party access to your data to a minimum. However, data provided by you to us may in some circumstances need to be passed to third parties which we use for the running of our business, for example to our bank or to the hosting provider of our website. Information passed to third parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any data that is processed by third parties for us will be processed within the terms of this privacy policy and in accordance with the GDPR and any other applicable legislation.

## YOUR ACCESS TO YOUR DATA WHICH IS HELD BY US

Under the GDPR you have the right to ask for a 'Subject Access Request'- being a copy of your personal data held by us. Where we do hold such data on you, we will provide you with a copy of the data we hold on you. This will be in a commonly used machine readable file where you request us to e-mail the information to you. We will also give you a description of the data, tell you why we are holding it and tell you who we could have disclosed it to. We do not charge to provide you with this information.

Where data we hold on you is incorrect we will rectify the data. We will also stop processing data on your request and you may also request that we delete the data held on you, though we may have to retain data for a certain length of time for legal purposes, for example tax legislation.



## TRANSFERS OUTSIDE THE EUROPEAN ECONOMIC AREA ('EEA')

Some of our third party service providers may be located out-with the EEA. Therefore, personal data which we collect from you may be stored, processed in and transferred to such countries, which may not have as stringent data protection laws as found in the EEA. If we transfer your data outside the EEA in this way, we will ensure that the third party provider which we use is compliant with the GDPR and that your privacy continues to be protected as outlined in this privacy policy.

## CHANGES TO OUR PRIVACY POLICY

Although any changes are likely to be minor, we reserve the right to change and update this privacy policy as we may deem necessary from time to time or as may be required by law. Your continued use of this website after any changes means you are deemed to have accepted any change to the terms of this privacy policy. As and when any changes occur, they will be set out on a change log. This is version 1.0 as at 23rd October 2020.

## COMPLAINTS

Our supervisory authority is the ICO and you have the right to lodge a complaint with them if you do not feel we have adequately upheld your rights under the GDPR. Contact details for the ICO can be found on their website.

## GOVERNING LAW AND JURISDICTION

This privacy policy governed by English law and any disputes will be subject to the exclusive jurisdiction of the English courts.

Version: 1.0. Issue date: 23rd October 2020





## COOKIES POLICY

Version: 1.0. Issue date: 23/10/20

We use cookies on our site ([www.wildrootskitchenandbar.co.uk](http://www.wildrootskitchenandbar.co.uk)) (our site) for a number of purposes. They help us to provide you with a good experience when you browse our website, and also allow us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of the e-billing services.
- Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users find what they are looking for easily.
- Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them below.

### FIRST-PARTY (WILD ROOTS KITCHEN & BAR LTD.) COOKIES

This website will set some cookies that are essential for the website to operate correctly. These cookies, none of which capture personally identifiable information, are as follows:

- Visitor ID – this cookie is a numeric value that identifies unique visitors and provides coherence and consistency to a site visit;
- Page Number – this cookie identifies the page you are on;
- Session ID – this cookie identifies your website session;
- Test – this cookie checks whether or not your browser supports cookies;
- Order – this cookie ensures that your shopping basket works correctly.





## THIRD-PARTY COOKIES

Our websites will set several types of third-party cookie, and we do not control the operation of any of them. The third-party cookies which may be set include:

- Google Analytics – we use Google Analytics to collect data about website usage. This data does not include personally identifiable information. You can view the Google Privacy Policy here: [www.google.com/policies/privacy/](http://www.google.com/policies/privacy/).
- Google Remarketing – we use Google's Remarketing cookie to market products and services we think may be of interest to you. You may see our adverts on Google's Display Advertising Network of partner websites and Google's own search results pages. We aim to carefully select the products and services we remarket to you and do so based on the pages you have visited on our website. To opt out of Google Remarketing, set your Google Ad Settings.
- Facebook – we use a Facebook pixel to obtain information regarding the activities that users engage in while visiting our web pages. For information on Facebook's Privacy and Cookie policy, visit <https://www.facebook.com/policies/cookies/>

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

