

## TERMS OF WEBSITE USE

[www.thekitchin.com](http://www.thekitchin.com) is a site operated by The Kitchin Restaurant Limited ("We"). We are registered in Scotland under registered number SC440532 and have our registered office at MacDonald House, Ground Floor, 108 Commercial Street, Leith, Edinburgh, EH6 6NF. Our main trading address is 78 Commercial Quay, Leith, Edinburgh, EH6 6LX. Our VAT number is 168927946.

All use of our website, [www.thekitchin.com](http://www.thekitchin.com) ("our site"), is in accordance with these terms. By using our site, you confirm that you accept these terms of use and that you will comply with them. If you do not agree to these terms then you should cease use of our site immediately.

We recommend that you print a copy of these terms for future reference as we may amend these terms from time to time. Every time you wish to use our site, please check this page to ensure that you understand the terms that apply at that time. We reserve the right to change these terms with immediate effect from time to time as we see fit and your continued use of our site will signify your acceptance of any adjustment to these terms. If there are any changes to our policies, we will announce that these changes have been made on our home page and on other key pages on our site.

To contact us, please email [info@thekitchin.com](mailto:info@thekitchin.com).

### Additional Terms

In addition to these terms, there are other policies that may apply to you whilst using our site or any associated services. These are:

- 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.
  - If you purchase goods from our site, our Online Supply of Goods Terms will apply to all such sales;
  - If you purchase vouchers from our site, our Voucher Terms and Conditions will apply to all such sales;
  - If you make a reservation through our site, our Reservation Policy will apply to your reservation;
- collectively, (the "**Additional Terms**").

These terms, together with any applicable Additional Terms or any other document referred to in them, constitute a legally binding agreement between you and The Kitchin Restaurant Limited.

### Access to the Website

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If you choose, or you are provided with, a user account name, 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 account at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, that they comply with them.

## **Liability**

We do our best to ensure all information on the site is accurate and kept up to date; however, the information is given as general information only, and you must not use or rely on it for any other purpose. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. If you find any inaccurate information on our site please let us know and we will correct it, where we agree that it is accurate, as soon as practicable. We accept no liability for any loss or damage which you may suffer as a result of any inaccuracy or incompleteness of information on the site. Although files are virus checked, no guarantee is given that files are free from computer viruses. We reserve the right to withdraw or amend the service we provide via the site without notice. We will not be liable if for any reason the site is unavailable for any period.

We will not be liable for any indirect or consequential loss or damage whatsoever (including, without limitation, loss of income, business, use, opportunity, data, goodwill or profits), whether in an action of contract, delict (including negligence) or otherwise, arising, directly or indirectly, out of or in connection with your use of our site.

Nothing in these terms shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or breach of statutory duty, or that of our employees or agents.

You indemnify us in full (and all respective officers, directors, employees and agents) for any losses or costs, including reasonable legal fees, we incur arising out of or in connection with any breach by you of these terms, your improper use of our site and/or services, or your breach of any law or third party rights.

## **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 use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify 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 content on our site must always be acknowledged.

You must not use any part of the content 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 use, 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.

If you believe you own intellectual property rights in any content on our website, and you have not authorised use of such content, please contact us at [info@thekitchen.com](mailto:info@thekitchen.com) and we will look into it. We reserve the right to temporarily remove or restrict access to the content in question while we investigate.

## **Privacy**

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Transactions concluded through our site**

Contracts for the supply of goods or services formed through our site are governed by our Online Supply of Goods Terms.

## **Acceptable Use - Prohibited Uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation, or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, or to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

## **Suspension and Termination**

Failure to comply with these terms constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking or further action, including legal proceedings or disclosing such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that 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 or a distributed denial-of service attack.

### **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 such a way as to suggest any form of association, approval or endorsement on our part where none exists.

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.

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

### **Linked Websites**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and cannot accept responsibility for content on such sites or for any goods or services offered on such sites. Third party websites may be subject to terms of use and it is your responsibility to check these.

### **Jurisdiction**

Please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction.

### **Trade Marks**

"THE KITCHIN", "FROM NATURE TO PLATE", "KITCHIN" AND "TOM KITCHIN" are UK Registered trade marks of Tom Kitchin Limited. You are not permitted to use them without our approval.

## **THE KITCHIN – PRIVACY POLICY**

### **Background**

This policy applies to you, as the user of the [www.thekitchin.com](http://www.thekitchin.com) (the "website"), and to The Kitchin Restaurant Limited ("The Kitchin"), the owner and provider of this website. Together with our terms of website use and any other document referred to in them, this privacy policy sets out the basis on which any and all personal data we collect from you, or that you provide to us, will be processed by us.

The Kitchin is committed to protecting and respecting your privacy in accordance with the Data Protection Act 1998 ("DPA"). For the purpose of the DPA, the data controller is The Kitchin Restaurant Ltd of MacDonald House, Ground Floor, 108 Commercial Street, Leith, Edinburgh, EH6 6NF. Any reference to the DPA includes reference to all applicable laws and regulations relating to the processing of personal data and privacy from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the

foregoing in any relevant jurisdiction. For the avoidance of doubt this also includes, from implementation, the General Data Protection Regulations.

Please read this document carefully to fully understand the views, practices and procedures of The Kitchin with regards to your personal data and how it will be treated. By visiting [www.thekitchin.com](http://www.thekitchin.com) or using our services you are accepting and consenting to the practices described in this policy.

All enquiries concerning the use, processing or storage of personal data can be sent to [info@thekitchin.com](mailto:info@thekitchin.com).

### **Data we may collect from you**

The Kitchin may collect and process personal data that you provide by completing forms accessed via [www.thekitchin.com](http://www.thekitchin.com) or by corresponding with us by phone, email or otherwise. This includes personal data provided at the time of purchasing goods from our website, making a reservation and when you report a problem with our site. This data may include, but is not limited to, your:

- Name
- Contact Information
- Address
- Email
- Telephone Numbers
- Date of Birth
- Gender
- IP Address
- Web Browser Type
- Operating System
- Financial Information relating to banking and payment information
- Your activity on [www.thekitchin.com](http://www.thekitchin.com)
- Cookie information

### **Technical Data**

We may collect technical information about each visit to our site, including clockstream to, through and from our site (including date and time). Products you viewed or searched for, length of visit to certain pages, page interaction information (such as scrolling, clicks and mouse-overs).

### **Information we receive from other sources**

This is information we receive about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information

### **System Attributes**

Some data is automatically collected when your browser connects to a website and distinguish you from other users of our site. This includes your IP address, your computer's operating system and the type of web browser you used to access [www.thekitchin.com](http://www.thekitchin.com). The Kitchin collects this data to identify patterns relating to the use of [www.thekitchin.com](http://www.thekitchin.com) and not data relating to any individual.

## **Technical Data – Cookies**

The Kitchin website may use cookies to set session information. You may refuse to accept cookies by activating a setting within your web browser. Disabling Cookies may affect various services offered by [www.thekitchin.com](http://www.thekitchin.com). More information regarding how we use cookies can be found in our Cookies Policy.

## **Where we store your Personal Data**

All information you provide to us is stored on secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

## **Uses made of your Personal Data**

We use information about you in the following ways:

- to ensure that content from our site is presented in the most effective manner for you and for your computer;
- to provide you with information, products or services that you request from us or which we feel may interest you;
- to allow you to participate in interactive features of our service where you choose to do so;
- to inform you of any changes that we may make to our site; and/or
- to collate information about our users in order to identify their potential preferences.

## **How Long we will keep your data for**

We will store your data for a period of 5 years from the date you cease to using the services on [www.thekitchin.com](http://www.thekitchin.com).

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **Third Parties**

We may disclose your personal data to third parties:

- where we are obliged or permitted by law;
- in order to enforce or apply our terms and other agreements with you;
- to protect the rights, property, or safety of our customers or others (including exchanging information with other companies or organisations for the purposes of fraud prevention and credit risk reduction);
- where our business is being (or is likely to be) purchased by a third party.

## **Your Rights**

The DPA gives you various rights. You have the right to request us not to use your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent this by contacting us at [info@thekitchin.com](mailto:info@thekitchin.com).

Our site may contain links to other websites. If you follow a link to their sites, please note that these sites have their own privacy policy and that we do not accept any responsibility or liability for these policies. We encourage you to check the privacy policy of these other sites when visiting.

You have the right to access information held about you. Your right to access can be exercised in accordance with the DPA. In exercising this right a small administrative fee may apply. If you would like to make a request to access this information please contact [info@thekitchin.com](mailto:info@thekitchin.com) for more details.

You can withdraw your consent to us processing your data for use with [www.thekitchin.com](http://www.thekitchin.com) at any time by contacting us at [info@thekitchin.com](mailto:info@thekitchin.com). Please note that if you do this, for practical reasons, you will no longer be able to use [www.thekitchin.com](http://www.thekitchin.com).

You have the right to lodge a complaint with the Information Commissioners Office (ICO) if you think that we have infringed your rights. You can find more information about reporting a matter to the ICO at the following link: <https://ico.org.uk/>.

In certain circumstances you have the right to ask us to provide you with your information in a structured, commonly used and machine-readable format to allow you (or us on your behalf) to transmit this information to another party. More information can be found at <https://ico.org.uk>.

In certain circumstances you have the right to object to us processing your data which involves using your data for automatic decision (including profiling) purposes. More information can be found at <https://ico.org.uk>.

## **Amendments to the Privacy Policy**

Any changes made to our privacy policy will be posted on this page, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy.

## **COOKIES POLICY**

### **What are cookies?**

For most websites to work properly, they need to collect certain basic information on users. To do this, a site will create files known as cookies – which are small text and/or numerical files – on its users' computers and/or browsers.

Cookies do a lot of different jobs which make your experience of the Internet much smoother and more interactive. For instance, they are used to remember your preferences on sites you visit often, to remember your user ID and the contents of your shopping baskets, and to help you navigate between pages more efficiently. They also help ensure that the advertisements that you see online are more relevant to you and your interests. Much, though not all, of the data that they collect is anonymous, though some of it is designed to detect browsing patterns and approximate geographical location to improve user experience.

## **What types of cookie are there?**

Broadly speaking, there are four types of cookie: strictly necessary cookies, performance cookies, functionality cookies and targeting or advertising cookies.

- Strictly necessary cookies are essential to navigate around a website and use its features. Without them, you wouldn't be able to use basic services like shopping baskets and e-billing.
- Performance cookies collect anonymous data on how visitors use a website; they can't track users, and are only used to improve how a website works.
- Functionality cookies allow users to customise how a website looks for them: they can remember usernames, language preferences and regions, and can be used to provide more personal services.
- Advertising and targeting cookies are used to deliver advertisements more relevant to you, but can also limit the number of times you see an advertisement, and be used to chart the effectiveness of an ad campaign by tracking users' clicks. They can also provide security in transactions. They are usually placed by third-party advertising networks with a website operator's permission, but can be placed by the operator themselves. They can remember that you have visited a website, and this information can be shared with other organisations, including other advertisers.

Additionally, these cookies break down into two further sub-types.

Persistent cookies remain on a user's device for a set period of time specified in the cookie. They are activated each time that the user visits the website that created that particular cookie.

Session cookies are temporary. They allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Once you close the browser, all session cookies are deleted.

## **How do we use cookies?**

We collect a number of cookies from users for various reasons, not least to track our own performance - this allows us to calculate how many visitors we have - anonymously, of course - and how long they stay on our site.

We do our utmost to respect users' privacy. We use these cookies to monitor and improve our service. We believe that your experience of the site would be adversely affected if you opted out of the cookies we use.



## **How do I turn cookies off?**

Most browsers accept cookies automatically, but you can alter the settings of your browser to erase cookies or prevent automatic acceptance if you prefer. Generally you have the option to accept all cookies, to be notified when a cookie is issued or reject all cookies. Visit the 'options' or 'preferences' menu on your browser to change settings.

## **User agreement**

By continuing to use our site, you agree to the placement of cookies on your device. If you choose not to receive our cookies, we cannot guarantee that your experience will be as fulfilling as it would otherwise be.

## **ONLINE SUPPLY OF GOODS TERMS**

### **1. Terms**

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, merchandise or services.
- 1.2 Please read these terms carefully before you submit any order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, as well as other information.
- 1.3 If you think there is a mistake in these terms or require any changes, please contact us at [info@thekitchin.com](mailto:info@thekitchin.com) to discuss.

### **2. Definitions**

- 2.1 "Goods" means the goods, merchandise, vouchers and services advertised for sale on the Website;
- 2.2 "Order" means a request to purchase Goods submitted through the Website;
- 2.3 "Purchase" means the purchase of Goods made by you submitting an order and making payment for the Goods as detailed in Clause 5;
- 2.4 "Website" means our website, [www.thekitchin.com](http://www.thekitchin.com), and any subsequent URL which may replace it.

### **3. Information about us**

- 3.1 [www.thekitchin.com](http://www.thekitchin.com) is a site operated by The Kitchin Restaurant Limited ("We"). We are registered in Scotland under registered number SC440532 and have our registered office at MacDonald House, Ground Floor, 108 Commercial Street, Leith, Edinburgh, EH6 6NF. Our main trading address is 78 Commercial Quay, Leith, Edinburgh, EH6 6LX. Our VAT number is 168927946.
- 3.2 You can contact us by email at [info@thekitchin.com](mailto:info@thekitchin.com)
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

### **4. Service Availability**

4.1 We reserve the right to refuse Orders, or place restrictions on the extent to which we accept Orders from certain countries.

## **5. Our Contract With You**

5.1 Goods can be purchased from the Website.

5.2 Once we have received your Order and payment for the Goods we will send you a confirmation email. When you receive this confirmatory email, a contract between you and us is formed.

5.3 If we are unable to accept your Order, we will inform you of this by email and will not charge you for the requested Goods. Orders may be cancelled because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

5.4 We will assign you a purchase reference to every Order. It will help us if you can tell us the purchase reference whenever you contact us about your Order.

## **6. Our Goods**

6.1 The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.

6.2 The packaging of the Goods may vary from that shown in images on our Website.

## **7. Price and Payment**

7.1 The price of any Goods will be as quoted on the Website from time to time, except in cases of obvious error.

7.2 These prices include VAT but exclude delivery costs for Goods, which will be added to the total amount due and will be displayed on our Website.

7.3 Prices are liable to change at any time, but changes will not affect Orders in respect of which we have already sent you a confirmatory e-mail in terms of Clauses 5.2.

7.4 It is always possible that, despite our best efforts, some of the Goods listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the correct price of any Goods is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the correct price of Goods is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your Order and notify you of such rejection.

7.5 We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a confirmatory e-mail in terms of Clause 5.2 above, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

- 7.6 Payments via the Website can be made by credit or debit card. All card transactions are processed through a third party payment gateway. Please note that your card details are never stored on our server.
- 7.7 All credit/debit card payments are subject to validation checks and authorisations by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment to us, we will not accept your Order in accordance with Clause 5.3.

## **8. Our Rights to Make Changes**

- 8.1 We may change any Goods:
- (a) to reflect changes in relevant laws or regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements.

## **9. Providing the Goods**

- 9.1 The cost of delivery will be as displayed to you on our Website.
- 9.2 We will deliver the Goods to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your Order.
- 9.3 We are not responsible for delays outside our control. If our supply of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.
- 9.4 If you are not home when delivery is attempted, you will be notified by our delivery provider of the delivery and should make arrangements to have your Order re-delivered at a convenience time.
- 9.5 The goods become your responsibility from the time we deliver the product to the address you gave us.
- 9.6 The Goods will be at your risk from the time of delivery to you. Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of the Goods, including delivery charges.
- 9.7 If you wish to order Goods for delivery outside the UK please contact us at [info@thekitchen.com](mailto:info@thekitchen.com) for delivery options. Such Goods may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 9.7 We may have to suspend the supply of Goods to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in the relevant laws and regulatory requirements.

9.8 Please also note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

## **10. Our Refunds Policy**

10.1 Orders can be cancelled up to 14 working days after the day on which you received the Goods. If you wish to cancel an order you can do so by contacting us as [info@thekitchen.com](mailto:info@thekitchen.com). Notification that your Order has been cancelled will be sent to your email address.

10.2 Refunds will only be given where cancelled Goods are returned to us undamaged and unused within 14 working days of cancellation, along with the original packaging. Subject to paragraph 10.3 below, you will be liable for the costs of returning cancelled Goods. Refunds will be made within 14 working days after cancellation. Any Orders cancelled after the period referred to in Clause 10.1 above or in respect of which the Goods are not returned within 14 working days of cancellation in terms of this Clause 10.2, will not be eligible for a refund.

10.3 We will refund the costs of returning any Goods which are faulty or damaged, or any Goods which are offered as a substitute to that Order. The cost of returning any Goods will generally be refunded within 14 days of us receiving the Goods.

## **11. Data Protection**

11.1 We will use the personal information you provide to us:

11.1.1 to supply the Goods to you;

11.1.2 if you agree to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

11.2 We will only give your personal information to third parties where the law either requires or allows us to do so, unless you have consented to such transfer at the time of our collection of your information.

11.3 We will only use your personal information as in accordance with our Privacy Policy.

## **12. Force Majeure**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract with you that is caused by events outside our reasonable control ("Force Majeure Event").

12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:-

12.2.1 strikes, lock-outs or other industrial action;

12.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

12.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

- 12.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - 12.2.5 impossibility of the use of public or private telecommunications networks;
  - 12.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3 Our performance under any contract with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

### **13. Liability**

- 13.1 Descriptions and information posted on the 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 the Website by any visitor to the Website or anyone who may be informed of any of its contents.
- 13.2 Our Website may contain inaccuracies or typographical errors. We will not be liable for any such inaccuracies, or for any loss you may suffer as a result of any incorrect information displayed on the Website.
- 13.3 Our liability for any claims arising from your use of our Website and the purchase of Goods from our Website will be limited to the total value of the Goods purchased by you from our Website.
- 13.4 Nothing in these terms shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or breach of statutory duty, or that of our employees or agents.

### **14. Other Important Terms**

- 14.1 We may transfer our rights and obligations under these terms to another organisation. You need our consent to transfer your rights to someone else.
- 14.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.4 The contract between us and you for the purchase of the Goods shall be concluded in English only. We will not retain a copy of the version of the terms and conditions you have agreed to in relation to the purchase of any Goods. We recommend you print a copy of these terms and conditions, for your records.
- 14.5 These terms are governed by Scottish law and you can bring legal proceedings in respect of the products in the Scottish courts exclusively.

## **VOUCHER TERMS AND CONDITIONS**

1. Vouchers can be used as full or part payment on goods, services and merchandise at The Kitchin. Purchases made with vouchers are not refundable in cash.
2. Vouchers are either in the form of a monetary amount or dining experience voucher.
3. Vouchers are not transferable, refundable in cash or replaceable if lost, destroyed or stolen.
4. Vouchers must be presented upon arrival at the reception of The Kitchin and must be mentioned at the time of booking. All bookings should be made in accordance with The Kitchin reservation policy. If a voucher is received as an e-voucher by email, customers may present the voucher on their smart phone or other device upon arrival at the Kitchin.
5. All vouchers can be redeemed in any Kitchin Group restaurant.
6. All vouchers are valid for 1 year from the date of purchase. Please ensure to register your voucher online as soon as possible after purchase to protect its validity.
7. Reservations are subject to availability. Purchase of a voucher does not guarantee availability at The Kitchin. All reservations should be made in accordance with The Kitchin Reservation Policy. Please allow sufficient time to make a reservation and redeem any voucher within the validity period.
8. Risk will pass to the customer upon delivery of a voucher and title will pass upon receipt of payment in full. Where vouchers are dispatched by email, risk will pass to the customer when the email is sent and title will pass upon receipt of payment in full.
9. Vouchers can be issued by post, collected from the restaurant or sent via email.
10. All vouchers are valid for 12 months from the date of sale unless an alternative expiry date is listed on the voucher. Vouchers not used within this time will be forfeited with no entitlement to refund or exchange.
11. All reservations at The Kitchin using vouchers must be booked in advance, and will be subject to The Kitchin reservation policy.
12. All gift wrapped vouchers will be sent by Royal Mail First Class delivery or can be collected from the restaurant. Items bought before 5pm Monday- Friday should normally arrive in 2-3 working days (for UK mainland orders) but this may vary. Items purchased on Saturdays or Sundays will be dispatched on the following Monday. During the festive period, please refer to our website for delivery timescales.
13. The Kitchin reserves the right to make amendments to these terms and conditions without prior notice.
14. Your voucher is intended for your personal use and, as such, you are not entitled to sell, distribute, or otherwise make any commercial use of your voucher (including any promotional commercial activity). For clarity, this shall not prevent you from giving a voucher as a gift, provided that such gift is not connected to any commercial activity.

15. Cancellation of any voucher does not affect your statutory rights.

## **RESERVATION POLICY**

You can book a table by either calling the restaurant or using the online booking application on our website - [www.thekitchin.com](http://www.thekitchin.com). The Kitchin is open for lunch between 12 and 2.30pm (last order) and for dinner between 6 and 9.30pm (last order) Tuesday to Saturday.

The time slot you select is when you will be seated in the dining room, therefore please arrive 15 minutes earlier to peruse menus and allow yourselves time to enjoy a drink at the bar. Please contact us should you be delayed, as late arrivals can disrupt service. Should you not arrive within 30 minutes of your booking time, the table may be released without further notice.

Please make the restaurant aware of any vouchers you may wish to use at the time of booking.

By making a reservation at The Kitchin, you agree to confirm your reservation 24 hours or more prior to arriving. You will be sent an email requesting confirmation of your reservation, and should follow the link provided in the email. If your reservation remains unconfirmed on the day of the reservation then The Kitchin reserves the right to cancel your reservation without further notice.

We require a minimum of 24 hours notice to amend, or cancel a reservation. You can amend your booking by contacting us on 0131 5551755 or by email at [info@thekitchin.com](mailto:info@thekitchin.com). Tables are allocated on the day by the restaurant team and although we will do everything we can to allocate a table in your preferred area of the dining room, we cannot always guarantee this.

For all bookings, guests are required to provide credit/debit card details to secure the reservation. The Kitchin reserves the right to charge any guest cancelling within 24 hours, or any guest who fails to show for their reservation, £40 per person in respect of a lunch reservation and £80 per person in respect of a dinner reservation. Charges will be taken from the credit card provided at the time of booking without further notice.

The service charge at The Kitchin is always at the discretion of our guests. However, for group bookings of 6 or more please note that a charge of 10% is added to the final bill.

For private dining dinner reservations, a deposit of £35 per guest is required at the time of booking to secure the reservation. If a private dining reservation is cancelled within 4 weeks of the reservation date, this deposit will not be refunded. If a private dining reservation is cancelled within 2 weeks of a reservation date, the deposit paid will not be refunded and The Kitchin reserves the right to charge a further cancellation charge of £35 per person (lunch or dinner reservation). Charges will be taken from the credit/debit card provided at the time of booking without further notice. Should the party number for a private dining reservation fall to below 6 guests due to cancellations, The Kitchin reserves the right to seat the party in the main dining room.

A minimum spend of £1,500 applies to any private dining dinner reservation.

In the unlikely event that a reservation is cancelled by The Kitchin the restaurant will make every endeavour to rebook the reservation at a mutually convenient date and time. The Kitchin cannot be held liable for any travel or accommodation costs in relation to a cancellation.