TERMS OF WEBSITE USE

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 Kitchin Head Office, 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 ("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.

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, Cancellation and No-Show 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 of 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 inaccurate, 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 virused 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 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@thekitchin.com and we will investigate 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 us taking 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 in 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

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.

Trademarks

“THE KITCHIN”, “FROM NATURE TO PLATE”, “KITCHIN”, “TOM KITCHIN”, “Tom Kitchin”, “THE SCRAN AND SCALLIE”, “THE SCRAN & SCALLIE” are UK Registered trademarks. You are not permitted to use them without our approval.

PRIVACY POLICY

The Kitchin respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

1. Important information and who we are

1.1 Purpose of this privacy policy
This privacy policy aims to give you information on how The Kitchin collects and processes your personal data through your use of this website, including any data you may provide through this website when you make a booking or reservation or purchase a voucher or a book.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other notices and is not intended to override them.

1.2 Controller
The Kitchin Restaurant Limited is the controller and responsible for your personal data.

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

1.3 Contact details
Our full details are:
Full name of legal entity: The Kitchin Restaurant Limited
Data privacy manager info@thekitchin.com
Postal address: Kitchin Head Office, 108 Commercial Street, Leith, Edinburgh EH6 6NF
Telephone number: 0131-555-5433

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

1.4 It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

1.5 Third-party links
This website may include links to third-party websites, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third- party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. The data we collect about you
Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, maiden name, last name, and title.
- **Contact Data** includes billing address, delivery address, email addresses and telephone numbers.
- **Financial Data** includes payment card details.
- **Transaction Data** includes details about payments you have made, products and services you have purchased from us, and bookings and/or reservations you have made with us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Usage Data** includes information about how you use our website and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and your communication preferences.

We also collect, use, and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Category Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data), except where you have included information about your health when making a booking or reservation. Nor do we collect any information about criminal convictions and offences.

3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
    - make a booking or reservation
    - purchase products or services from us
    - request marketing to be sent to you
    - enter a competition, promotion, or survey; or
    - give us some feedback.

- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, and other similar technologies. Please see our cookie policy for further details.

- **Third parties.**
  We may receive personal data about you from various third parties as set out below:

- Identity, Contact and Transaction Data from providers of restaurant booking services.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services.

4. How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. **Legitimate interests** mean the interests of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).
- Where we need to comply with a legal or regulatory obligation that we are subject to. Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us. Where you have provided us with information about your health when making a booking or reservation at our restaurant, we may use this to record all relevant details about your booking or reservation and take steps to ensure your requirements are met. We have processes in place to limit our use and disclosure of such data other than where permitted by law.

4.1 Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on

to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	**Type of data**	**Lawful basis for processing including basis of legitimate interest**
To record your reservation or booking and/or otherwise register you as a customer	(a) Identity (b) Contact (c) Marketing and Communications (d) Special Category Data (see above for details)	Performance of a contract with you
To process and deliver orders you make with us including: (a) Manage payments, fees, and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about information relevant to your reservation or booking with us (b) Notifying you about changes to our terms or privacy policy (c) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business re-

		organisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)

4.2 Marketing
We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

4.3 Promotional offers from us
We may use your Identity, Contact, Technical, and Usage Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and, in each case, you have not opted out of receiving that marketing.

4.4 Third-party marketing
We will get your express opt-in consent before we share your personal data with any company outside The Kitchin Group of companies for marketing purposes.

4.5 Opting out
You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, product/service experience or other transactions.

4.6 Cookies
You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our cookie policy.

4.7 Change of purpose
We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosures of your personal data
We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Other companies within The Kitchin group of companies, where processing functions are centralised.
- Trusted third-party service providers and professional advisors where this is necessary to provide a service to you, such as system administration service providers and auditors.
- HM Revenue & Customs, regulators and other authorities who require reporting of processing activities in certain circumstances.

- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. International transfers

We do not transfer your personal data outside the European Economic Area (**EEA**).

7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered, or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Data retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Details of these rights are set out below:

You may **request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

You may **request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

You may **request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

You may **object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

You may **request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

You may **request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

You may **withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us.

9.1 No fee usually required
You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

9.2 What we may need from you
We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

9.3 Time limit to respond
We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made several requests. In this case, we will notify you and keep you updated.

Amendments to the Privacy Policy

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

COOKIES POLICY

Our use of cookies

Cookies are small text files that are stored on your device, usually your computer or mobile phone, to help us provide you with a better service. Information collected through our use of cookies does not identify you as an individual and is not linked to any personal information which we may hold about you.

Generally, we use the following types of cookies:

Temporary ‘session’ cookies
To assist you to navigate through the website and to enhance your user experience. These cookies are temporary and disappear when you close your browser.

Permanent 'persistent' cookies
To help us recognise if you are a unique visitor when you visit the website. We use persistent cookies to track where our website visitors came from, what search engine they used, what link they clicked on, and their location when they accessed the website. We also use persistent cookies to allow us to tailor content to avoid showing you the same messages, again and again.

Analytical cookies
We use Google Analytics cookies to identify unique visitors, define user sessions, and track traffic sources and navigation. These cookies are a combination of session and persistent cookies. We use the cookies to compile

anonymous, aggregated statistics that allow us to understand user behaviour across the website, and to help us improve our business. Information collected in this way does not personally identify you. These cookies help us to understand who has viewed which webpages on the website, and how often. They allow us to monitor overall usage of the website, and to determine the most popular areas of the website. You can find out more about Google Analytics cookies here

Disabling cookies
Most internet browsers are automatically set up to accept cookies, but you can change your browser settings to block the downloading of cookies to your computer. Some features on the website will only work if cookies are enabled, so blocking cookies may result in the website not working properly or in certain features not being available to you. You can find out more about how to delete existing cookies on your computer and how to disable cookies here

Functional cookies
These control goal tracking in Google Analytics so we can see how many users visit certain sections of the website and they also enable us to track online enquiry form submissions.

Strictly necessary cookies
These cookies are essential for the operation of our website. They include, for example, cookies that enable a user to log in to secure areas of our website and to make payments via the online payment service.

Web analytics cookies
We use various third parties and Google Analytics to review traffic sources, user journeys, time spent on the website and your geographical information. You can choose to opt out of cookie collection at any time, refer to disabling cookie.

Session cookies
These are used to identify the internet browser of a user to ensure they are using the most up to date version for the website to perform and load correctly.

Targeting and advertising cookies
These cookies record your visit to our website, the pages you have visited and

links you have followed. We will use this information to make our website, and the advertising displayed on it, more relevant to your interests.

Please note that Google and other third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical performance, usage or targeting cookies and you can control these via your browser. If you wish to consult third parties regarding their cookie policies, you should contact them directly.

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 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, and any subsequent URL which may replace it.

3. Information about us

3.1 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 Kitchin Head Office, 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

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 mispricing.

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@thekitchin.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 receive the Goods. If you wish to cancel an order you can do so by contacting us as info@thekitchin.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. Goods must be returned by Recorded Delivery as the company is not responsible for items that are lost in the post.

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 (without limitation) the following: -

12.2.1 strikes, lockouts 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 because 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 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 not transferable, refundable in cash or replaceable if lost, destroyed, or stolen.

3. 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, cancellation and no-show 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.

4. The value paid for a voucher will be credited against the table at the beginning of the meal (whether a face value voucher or dining experience). This value can be utilised at the guests' discretion across the full Food & Beverage range including purchasing books and other merchandise. In the case of a voucher that is branded for a specific purpose, the voucher is a face value voucher and does not require to be redeemed against the purpose for which it is branded.

5. All vouchers can be redeemed in any Kitchin Group restaurant.

6. 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, cancellation and no-show Policy. Please allow sufficient time to make a reservation and redeem any voucher within the validity period.

7. 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.

8. Vouchers can be issued by post, collected from the restaurant, or sent via email.

9. All vouchers are valid to the date shown on the digital or physical voucher. Vouchers not used before the expiry date will be forfeited with no entitlement to a refund or exchange.

10. All reservations at The Kitchin using vouchers must be booked in advance and will be subject to The Kitchin reservation, cancellation and no-show policy.

11. 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 within 7 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.

12. The Kitchin reserves the right to make amendments to these terms and conditions without prior notice.

13. 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.

14. Your rights to a refund
You have 14 days from the date of the confirmation email to change your mind and cancel your Order which will end the contract.

To cancel your Order, please let us know by doing one of the following:
(a) By Phone. Contact the restaurant on 0131 555 1755.
(b) By email to info@thekitchin.com
(c) Please provide your name, voucher purchase reference number, details of the order and, where available, your phone number and email address.

If you cancel your Order for any reason after the Voucher has been dispatched to you or you have received it the Voucher will be voided so that it cannot be redeemed.

If you or we cancel your Order and you are eligible for a refund, we will refund you the price you paid for the Voucher including basic delivery costs, by the method you used for payment.

We will make any refunds due to you as soon as possible, and in all cases, refunds will be made within 14 days of the date on which we receive notification from you of your wish to cancel your Order.

If you have redeemed your Voucher you will not be entitled to cancel your Order or receive a refund as we will have fulfilled our obligations in supplying the Product to you.

For non-email vouchers you will have to return the voucher to us in the original packaging. Vouchers must be returned by Recorded Delivery as the company is not responsible for items that are lost in the post.

15. Please refer to our Online Supply of Goods Terms which also covers the purchase of vouchers.

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

RESERVATION, CANCELLATION & NO-SHOW POLICY

You can book a table by either calling the restaurant or using the online booking application on our website - www.thekitchin.com. The Kitchin is open for lunch and for dinner Tuesday to Saturday.

The time slot you select is when you will be seated at your table. Please contact us should you be delayed, as late arrivals can disrupt service. Should you not arrive within 20 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 your booking.

By making a reservation at The Kitchin, you agree to re-confirm your booking 24 hours or more prior to arriving. You will be sent an email requesting confirmation of your reservation, and you should follow the link provided in the email. If the reservation remains unconfirmed on the day of your reservation, The Kitchin reserves the right to cancel your booking 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 555 1755 or by email at 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 restaurant, we cannot always guarantee this.

For all reservations, an optional gratuity of 12.5% will be added to the final bill.

Cancellations and no-shows

For all reservations, guests are required to provide credit card details at the time of booking to secure the reservation. The Kitchin reserves the right to charge for any guest cancelling within 24 hours or any guest who fails to show for their reservation, £45 per person in respect of a lunch reservation and £90 per person in respect of a dinner reservation.

For bookings of 8 guests in the Main Dining Room, we apply a 72-hour cancellation policy, the cancellation fees remain the same.

For bookings in the Private Dining Room if a reservation is cancelled within 4 weeks of the dining date the initial deposit paid will not be refunded. If the reservation is cancelled within 2 weeks of the dining date, The Kitchin reserves the right to charge a further cancellation fee of 50% of the food cost per person.

Charges will be taken from the debit/credit card provided at the time of booking without further notice.

In the unlikely event that a reservation is cancelled by The Kitchin Restaurant Limited we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as damage to the venue, serious adverse weather conditions, a pandemic or epidemic, government lockdown/restrictions or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as it is reasonably practical. The Kitchin cannot be held liable for any travel or accommodation costs in relation to a cancellation.