Website use terms and conditions

Please read the following website use terms and conditions carefully before continuing to use this Site.

Eatons Patisserie (Company No. 07178469) registered in England and Wales with its registered office at Bidfood, 814 Leigh Road, Slough, SL1 4BD ("we" or "us").

This Site is provided free of charge for your convenience. In consideration for this, we require that you agree to the following terms and conditions ('the Terms') for use of the Site. By accessing the Site you are agreeing to the terms that appear below, together with any specific terms set out on individual pages within the Site. If you have any questions, please email us at info@eatonspatisserie.co.uk

These Terms (including any amendments made by us) will continue in force until such time as they are terminated. For details of how to terminate, please see below.

This Site is not intended to be accessed or used by users in countries other than the United Kingdom and no representation or warranty is made as to whether the information available in this Site complies with the regulatory regimes of other countries.

Termination

Any breach by you of these Usage Terms shall entitle us immediately to terminate your access to this Site without notice. If you would like us to let you know our reasons for terminating your access between us, please email us at info@eatonspatisserie.co.uk

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Any requests for permission to use the content in a manner otherwise than permitted by these Terms should be addressed to info@eatonspatisserie.co.uk or to the following address: Head of Digital Marketing, Eatons Patisserie, 814 Leigh Road, Slough, SL1 4BD.

For the avoidance of doubt, this permission does not transfer ownership to you or confer any other right on you in the whole or any part of the content.

The name and logo of Eatons Patisserie are our trademarks. You are not permitted to use or reproduce or allow anyone else to use or reproduce these trademarks for any reason.

Advertisements and sponsorship

This Site may contain material, including advertising and sponsorship, which originates from third parties. Those third parties are responsible for that material. It is the responsibility of such advertisers, sponsors and other third parties to ensure that such material complies with all relevant laws and regulations and we accept no liability in relation to such materials. We provides such advertising and sponsorship for your convenience only and does not necessarily endorse the content of those advertisements and/or sponsorship; nor are we in any way responsible for any transaction conducted between you and any third party who has advertised/provided sponsorship on the Site. Any transactions which you conduct with them is conducted at your own risk.

Hyperlinks

We provide hyperlinks from our site to web sites of third parties. Please note that we have no control over and are not responsible for the content of linked web sites and accordingly make no warranty or representation as to their contents. We provide these links for your convenience only but does not necessarily endorse the material on those web sites nor are we in any way responsible for any transaction conducted between you and any such third parties to whose web site we provide a link. You proceed to these web sites entirely at your own risk.

Illegal use

You may use the Site for lawful purposes only. In accessing any part of this Site, you agree:

- not to use this Site in such a way that disrupts, interferes with or restricts the use of this Site by other users;
- not to upload, display or transmit any materials through this website which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world;
- not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of this website or attempt to transmit to or via this Site any information that contains a virus, worm, trojan horse or other harmful or disruptful component; and
- not to change, modify, delete, interfere with or misuse data contained on this Site and entered by or relating to any third party users of this Site.

You must not transmit, distribute or store any material illegally or violate any applicable regulation. This includes, without limitation, material which is protected by copyright, trade mark, trade secret or intellectual property right which you use without permission.

You may not circumvent or attempt to circumvent our security systems by ‘cracking’, ‘hacking’ or otherwise.

In the interests of all our users, we will co-operate with investigations by any law enforcement or relevant authorities of suspected criminal activity or violation of systems or network.

Privacy

We take the issue of data protection and privacy of our users very seriously. Our policy on this, which includes details of the cookies used on this Site, is set out in our Privacy Policy. So that we may comply with our obligations under Data Protection legislation, you are required to read and agree to

the Privacy Policy before providing us with any information about yourself. Failure to do so is a breach of these Terms.

It is your responsibility to make sure that information which we hold about you is up to date and accurate. Failure to do so will be a breach of these Terms.

Changes

We reserve the right, at its discretion, to modify, add to or change the Site, these Terms, our Privacy Policy and any other policies at any time and any such modifications, additions or changes will be effective immediately on being posted to this Site. When such modifications, additions or changes are made to the Terms, the Privacy Policy or any other policies, this will be indicated by the issue date at their start. It is your responsibility to make sure that you are aware of any such modifications, additions or changes and you will be deemed to have accepted them if you access the Site after any modifications, additions or changes have been made.

We will do our best to ensure that the Site is what we believe to be relevant, up to date and as interesting as possible and we accordingly reserve the right, at our discretion, to make changes to any part of this Site.

Disclaimer of warranty and liability

We make no express or implied warranty or representation:

- as to the accuracy, completeness, fitness for any particular purpose or currency of the information accessible via this Site and we request that wherever possible, you verify data which is available on the Site with an independent source;
- that the Content is free from viruses or anything else that has contaminating or destructive properties including where such viruses or other programmes result in loss of or corruption to your data or other property; or
- as to the operation, quality, functionality or accessibility of the Site.

Whilst we will do our best to maintain the operation of the Site in accordance with this agreement, we will not be responsible for the computer equipment and telephone services that you use to access the Site. Please also note that the Site will on occasion be unavailable because of the maintenance and repair works that we carry out on the Site. We will make reasonable efforts to ensure that downtime for maintenance and repair works is kept to a minimum.

No other warranties, conditions, undertakings, representations, terms or other liabilities whether express or implied, statutory or otherwise (if any) arising out of or in connection with the use of (or inability to use) the Site or any material on the Site or any action or decision taken as a result of using the Site or any material on it are given.

We will be liable only for any loss or damage which you suffer from your use of the Site which results directly from our breach of this agreement or from our negligence and which loss or damage was foreseeable (i.e. it was obvious) to you and us at the time of entering into this agreement. Where your use of this Site is for business purposes we will not be liable for any loss of business, profits, business or contracts, goodwill, management time, or any indirect, special or consequential loss.

We will not be liable for the content of any third party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship that may appear on the Site.

Any liability which we might have shall be limited in respect of any one incident or a series of two or more connected incidents to an amount equal to £10,000.

Any claim for loss or damage caused by us that you wish to make must be notified to us as soon as practicable after the loss or damage is discovered.

In the event of any claim against us by a third party resulting from use of the Site by you, you will be responsible for all of our losses, damages and reasonable costs and expenses. In the event of a third party claim against us, you agree that you will:

- Give us full authority to conduct the matter, including as to defending or settling the matter; and
- Give us all reasonable assistance that we require from you in relation to the matter.

The above exclusions and limitations shall not, however, operate so as to limit our liability d in respect of death or personal injury arising from our negligence or that of our employees, agents or sub-contractors or for fraudulent misrepresentation by us.

Except as expressly stated, nothing in these Terms will reduce your statutory rights relating to the manner in which we perform this Agreement.

Choice of law and jurisdiction
These Terms shall be governed by and construed in accordance with English law.

Any disputes which may arise out of, under, or in connection with these terms shall be dealt with by the courts of England; save that we may bring proceedings against you in the courts of any other place which have jurisdiction.

Email marketing
We value your privacy. We will not share the email address that you provide to us when signing up to receive our newsletter to other organisations unless we are required to do so by law. It will only be used for communications you request related to the services provided by us and may be used from time to time for the purpose of customer research.

General
- You may not assign, sub-license or otherwise transfer any of your rights under these Terms.
- If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.
- Headings in these Terms are for convenience only and will have no legal meaning or effect.
- These Terms cannot be varied except in writing by one of our directors. Nothing said by any of our employees or agents will be capable of varying these Terms.

Please read these Terms carefully before agreeing to them. If you are uncertain as to your rights under them or if you have any queries or comments about them, please contact us at info@eatonspatisserie.co.uk or seek independent legal advice.

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