



# PRIVACY & WEBSITE POLICIES

## Privacy Policy

### Personal Information

We are committed to protecting and respecting the privacy of our users, customers and website users. This privacy policy is intended to inform you how we gather, define, and utilise your personal information including but not limited to, name, address, credit/debit card number, email address and mobile phone number. It is also intended to assist you in making informed decisions when using our Website and our products and services. Please take a minute to read the Privacy Policy and understand our views and practices regarding your personal data. By visiting our website, you are accepting and consenting to the practices described in this policy. If we make changes to our Privacy Policy, we will post these changes to our website to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Please check back frequently for any updates or changes to our Privacy Policy. All your personal Information shall be held and used in accordance with the Data Protection Act 1998. Ferry Inn Horning Restaurant & Bar is the data controller of your Information for the purposes of the Act.

You will receive emails and/or text messages related to the fulfilment of your booking and your use of the service and we may use your personal information for that purpose. In addition, if selected by you at the time of making your booking, you may also receive information and special offers regarding future bookings, products or offers provided by the restaurant from time to time.

You are responsible for ensuring that all personal data supplied by you to us is accurate and kept up to date.

When you visit our Website you may provide us with three types of information:

- personal information you provide to us on an individual basis during booking;
- website use information collected as you and others browse our Website (such as the internet protocol (IP) address, length of visit, download errors)
- information passed to us by our booking service provider

We maintain the highest standards of security, however the transmission of information via the internet is not completely secure. So, whilst we will do our best to protect your Information, we cannot ensure the security of your data transmitted to our Website or via our wi-fi service. Any information you submit is sent at your own

risk. Once we have received your Information we will use strict procedures and security features to prevent unauthorised access.

When you use our free wi-fi service in our restaurant, you will provide us with the following types of information:

- personal data, such as name, email address, and postcode, as well as related optional information collected on the registration page;
- browsing activity when you are using our wi-fi service;
- a variety of user information including, but not limited to, and meta-data such as login details, authentication data, IP address, session ID, and device ID;
- other wireless connectivity information relating to the device you are using to connect to the wi-fi service such as the device's Bluetooth profile where you have accepted a Bluetooth connection request.
- Facebook name

This information will be used for the purposes of providing you with the wi-fi service, and for marketing purposes and may be via email, SMS or wireless communication such as Bluetooth (in accordance with your preferences) .

This information is NOT shared with third party service providers in order to provide you with the service. We will ensure appropriate security measures are in place to protect your personal data at all times.

### **Cookies**

Similar to other commercial websites, our website utilises a standard technology called "cookies" and web server logs to collect information about how our website is used and to improve our service. Information gathered through cookies and web server logs may include the date and time of visits, the pages viewed, time spent using the website, and the pages visited just before and just after your use of our website. Cookies do not allow us to gather any personal information about you and we do not generally store any personal information that you provided to us in your cookies.

### **Restrictions On Use**

All copyright, database rights, trade marks, intellectual property rights and other proprietary rights subsisting in our Website, Restaurant and any content made available to you from the Service, shall remain our property. All such rights are expressly reserved. You agree not to use our System in such a way as to cause the whole or part of our System to be interrupted, damaged, rendered less effective or be otherwise impaired or in any way contrary to applicable law.

## **Your Rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for marketing (we don't share information with third parties). You can select when you provide your details to us, what you would like us to share with you, or you can contact us at [ferryinn.horning@ferryinn-restaurant.co.uk](mailto:ferryinn.horning@ferryinn-restaurant.co.uk) at any time.

## **Website Policy**

These terms and conditions/policy (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.horningferry.co.uk](http://www.horningferry.co.uk) (our site). Use of our site includes accessing and browsing.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site. We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes.

## **Changes to Our Site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **Accessing Our Site**

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. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. 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, and that they comply with them.

## **Reservation**

When you make an on-line booking at the Restaurant of your choice you are entering into a direct contract with that Restaurant. If you wish to cancel your booking you must contact the Restaurant directly. Contact details can be found in the confirmation email. Your reservation begins from the agreed time and is regardless of the time of arrival.

Please therefore ensure that you arrive in plenty of time. To ensure we deliver an effective service we operate a maximum 1 hour 45 minute seating policy in our restaurant. During busy periods (typically Friday to Sunday, bank holidays and other holidays such as Christmas, Valentine's, Mother's day and Father's day) this may be reduced to 1 hour 30 minutes at the restaurant manager's discretion.

## **Other Applicable Terms**

These terms of use refer to the Privacy Policy, which also apply to your use of our site. The Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us and our cookies policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Trade Marks**

The Ferry Inn Horning (TFI) is an independent business. However, no permission is given for its use by any person and such use may constitute an infringement of our rights or the rights of the applicable owner.

## **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. 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.

## **Limitation Of Our Liability**

Nothing in these user terms shall exclude or limit our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site; use of or reliance on any content displayed on our site; loss of profit; loss of business; business interruption; loss of business opportunity; consequential and indirect losses.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked on our site.

## **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 in order 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 which 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. In the event of such a breach, your right to use our site will cease immediately.

## **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. 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. You must not establish a link to our site in any website that is not owned by you. 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.

### **Third Party Links**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

### **Applicable Law**

If you are a consumer, please note that these terms of use are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.