



Terms & Conditions

The following are trading names of Stay Original Company Limited (hereinafter called Stay Original), registered in England and Wales at 30 Gay Street, Bath BA1 2PA with the company number 07330508:

The Swan, Wedmore
The White Hart, Somerton
Timbrell's Yard, Bradford on Avon
The Grosvenor Arms, Shaftesbury
The King's Arms, Dorchester

The Terms and Conditions that follow relate to the use of Stay Original's websites as listed in Section 1. Terms and Conditions for the use of Stay Original's web ordering app are set out in Section 8.

If you wish to access and manage your personal data held by Stay Original Company Limited, please send an email with your request to info@stayoriginalco.com.

1. Terms

By accessing any of the websites listed in this section you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you should not use the websites. The materials contained in this website are protected by applicable copyright and trademark law.

The websites are:

www.theswanwedmore.com
www.whitehartsomerton.com
www.timbrellsyard.com
www.grosvenorarms.co.uk
www.thekingsarmsdorchester.com
www.stayoriginal.co

You should also see our separate Privacy and Cookies policies on each site.

2. Use License

- a. Permission is granted to temporarily download one copy of the materials (information or software) on any of Stay Original's websites for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
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 - use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - attempt to decompile or reverse engineer any software contained on any of Stay Original's websites;
 - remove any copyright or other proprietary notations from the materials; or
 - transfer the materials to another person or "mirror" the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Stay Original at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

- a. The materials on all of Stay Original's websites are provided on an 'as is' basis. Stay Original makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
- b. Further, Stay Original does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.
- c. Stay Original does not guarantee that any of the company's websites will always be available or be uninterrupted. Stay Original may suspend or restrict the availability of all or part of the websites for business and operational reasons.
- d. The content on Stay Original's websites is provided for general information only. Materials posted on the company's websites are not intended as advice and should not be relied upon as such. Stay Original disclaims all liability and responsibility arising from any reliance placed upon such information to the fullest possible extent permissible by local law.
- e. Where details are provided of food and drink menus Stay Original makes no promise that those details will be available in a particular venue on a particular day. All menus and the pricing of individual dishes are subject to availability.

4. Limitations

In no event shall Stay Original or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on any of Stay Original's websites, even if Stay Original or a Stay Original authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

The materials appearing on any of Stay Original's websites could include technical, typographical, or photographic errors. Stay Original does not warrant that any of the materials on its websites are accurate, complete or current. Stay Original may make changes to the materials contained on its

websites at any time without notice. However Stay Original does not make any commitment to update the materials.

6. Intellectual Property

All intellectual property rights in Stay Original's websites are either owned by or licensed to the company. You must not remove any copyright or other proprietary notices contained in the websites or use any materials from the websites in a manner that infringes any copyright, intellectual property right or proprietary right of Stay Original or any third parties. You may not reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or any materials contained therein for any commercial purpose, without our prior written consent.

7. Links

Stay Original has not reviewed all of the sites linked to its websites and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Stay Original of the site. Use of any such linked website is at the user's own risk.

If you would like to link to any of our sites please contact us.

We are not responsible for viruses and you must not introduce them.

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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We would have no hesitation in reporting any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

8. Ordering Through the App

This section sets out the terms (the "Terms of Use") which apply when you use Our Web Application (the "App") to order any menu items (the "Items").

Please read these Terms of Use carefully before ordering any Items from the App. If you have any questions relating to these Terms of Use please contact us visit our Contact Page before you place an order.

If you are a consumer, you have certain legal rights when you order Items using the App. You can find more information about these rights on the Citizens Advice website. Your legal rights are not affected by these Terms of Use, which apply in addition to them and do not replace them.

By using the App, you confirm that you accept the terms of this policy and that you agree to comply with them. If you do not agree to these terms, you must not use the App.

Service Availability

The availability of our App is limited to the opening hours of our Restaurants and you may only order from within the location of the Restaurant. If you try to order from any location other than within the Restaurant or the App is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

Orders

When you place an order through the App, it needs to be accepted by us before it is confirmed. You will receive a notification to state your order has been accepted and will contain a reference number in relation to your order (the "Order Confirmation"). The contract for the supply of any Item you have ordered comes into existence when we send the Order Confirmation.

You are responsible for paying for all Items ordered using your mobile device, and for complying with these Terms of Use, even if you have ordered the Item for someone else. All Items are subject to availability.

Our kitchens may use nuts or other allergens in the preparation of certain Items. Please let our staff know prior to ordering if you have an allergy.

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the Items you have been served do not comply with these legal rights, please let the staff at the Restaurant know. The Restaurant will process the refund in respect of the affected part of the Item, unless the Restaurant has reasonable cause to believe that the problem occurred after the item was served.

Prior to processing your refund, the Restaurant may take into account relevant factors including the details of the order, where and when it was served as well as any other relevant information.

Alcohol

Alcoholic beverages can only be sold and served to persons aged 18 or over. By placing an order for alcohol, you confirm that you are at least 18 years old. The Restaurant operate the Challenge 25 age verification policy whereby customers who look under 25 will be asked by the Restaurant to provide proof that they are aged 18 or over. The Restaurant may refuse to deliver any alcohol to any person who does not look 25 unless they can provide valid photo ID proving that they are aged 18 or over. The Restaurant may also refuse to serve any alcohol to any person who is, or appears to be, under the influence of either alcohol and/or drugs. If the serving of alcohol is refused, you will still be charged for the relevant beverage.

Cancellation

You may cancel an order without charge at any time before the Restaurant has started preparing the Items (a "Started Order"). If you wish to cancel an order before it becomes a Started Order, please contact a member of staff at the Restaurant immediately. If the Restaurant confirms the order was not a Started Order, the Restaurant will refund your payment. If you cancel any order after it becomes a Started Order, you will be charged the full price for the Items.

The Restaurant may notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by the Restaurant, and the Restaurant will process the reimbursement for any payment already made using the same method you used to pay for your order.

Prices, Payment and Offers

Prices include VAT. You confirm that you are using our App for personal, non-commercial use unless you request a VAT invoice. Prices can change at any time at the discretion of the Restaurants. Our Restaurant's reserve the right to charge a Service Fee, which may be subject to change. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on the App. No changes will affect existing confirmed orders unless there is an obvious pricing mistake. Nor will

changes to prices affect any orders in process and appearing within your basket, provided you complete the order within 1 hour of creating the basket. If you do not conclude the order before the 1-hour cut-off the items will be removed from your basket automatically and the price change will apply. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge and with a full refund of any money already paid.

The total price of your order will be set out on the checkout page on the App, including the prices of Items and applicable Service Fees and taxes.

Payment for all Items will be made on the App by credit or debit card, or other payment method made available by us. Once your order has been confirmed your credit or debit card will be authorised and the total amount marked for payment.

We are authorised to accept payment through the App on and payment of the price of any Items to us will fulfil your obligation to pay the price to the Restaurant.

Loss or Damage

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Items; or for defective Items under the Consumer Protection Act 1987.

Please note that we only provide the App for domestic and private use. You agree not to use the Application for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms of Use, or as a result of any IT hardware or software failure other than a failure in the App.

Data Protection

We process your personal data in accordance with our Privacy Policy which can be found on each of the Stay Original websites.

Other Terms

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.

We amend these Terms of Use from time to time. Every time you wish to use the App please check these Terms of Use to ensure you understand the terms that apply at that time.

Changes to the Terms of Use will not affect any orders you have placed where we have sent the Order Confirmation.

The Terms of Use are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

We are required by EU law to provide this link to the EU's online dispute resolution portal (<https://ec.europa.eu/consumers/odr>), however we do not participate in dispute resolution under this process.

9. Modifications

Stay Original may revise these terms of service for its websites at any time without notice. By using the websites you are agreeing to be bound by the then current version of these terms of service.

10. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of England & Wales.