#### **TERMS & CONDITIONS**

#### INTRODUCTION

This document (together with our Privacy Policy, Web Shop Terms of Sale and any other document referred to in them) constitute the terms and conditions for the website www.frederic-robinson.co.uk or www.robinsonsbrewery.com (hereinafter "the website") and the terms and conditions on which you may make use of it. Please take the time to read and understand all these terms and conditions before you use the website as by using the website you agree that you have read and understood them in full and you agree to be bound by them.

If you don't want to be bound by them you must stop using the website immediately. You are also responsible for ensuring that any persons who access the website through your computer or internet connection are aware of these terms and conditions and that they comply with them.

This website is owned and operated by (or on behalf of) Frederic Robinson Limited a company incorporated in England and Wales under company number 170679. Our VAT Number is GB157118468. If you need any information or have a complaint about this website or any of our services please contact us by one of the following methods:

Telephone: 0161 612 4061 Email: admin@lordsconsultancy.co.uk Mail (registered office): Unicorn Brewery Stockport Cheshire

Sk1 1JJ

Owing to the nature of the website and the products offered through it, you must be at least 18 years of age to use our website. By using our website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age. If you are under 18 or do not accept these terms and conditions, you must leave this website immediately.

#### PRIVACY

Your privacy is important to us. Please see our Privacy Policy for details of what information we collect from or about you and how we will use and protect it.

COMPETITIONS/GIVEAWAYS

From time to time, this website may include competitions for which additional terms, which form part of these terms and conditions, apply. These conditions will be available at the time any competition is launched.

BRÜH Free pint giveaway: This offer is applicable for those over 18 only. It will permit x1 pint of BRUH per customer and can be redeemed by showing the relevant social media post or email at the bar. Only valid 05.08.2022 - 07.08.2022. Subject to stock availability.

# REGISTRATION

Visitors to this website may be required to register in order to use its facilities. We are not under any obligation to accept a request for registration and reserve the right to suspend or terminate access at any time if your continued use is believed to prejudice us or other users. By registering to use this website you confirm that the information you provide during the registration process is accurate and complete. You agree to update your registration details promptly if they change. All registration information you provide will be kept secure and processed in accordance with our Privacy Policy.

# USER ID AND PASSWORDS

During the registration process as part of our security procedures you may be allocated, or invited to choose, your own user id and password which will be unique to you. You are responsible for keeping your user id and password confidential and for ensuring that they are not used by any other person. We have the right to disable any user ID or password at any time if in our opinion you have failed to comply with any of the provisions of these terms and conditions.

# COMMERCIAL PARTNERS

Our commercial partners and other third parties may occasionally promote their goods or services on this website or through other direct marketing initiatives but we are not involved in the sale of such products (or contracts in respect of the same) in any way whatsoever. Whilst we try to encourage our partners to offer good quality products and services at competitive prices we have no control over them or other third parties, we do not endorse the products or services they offer, or give you any assurance that they will be suitable for your needs.

It is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same. Our commercial partners will also have their own terms and conditions for the sale of their products or services which we strongly recommend that you read and understand before concluding any contract with them.

# OWNERSHIP OF MATERIALS AND LICENCE TERMS

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You agree not to:

use this website or any of the materials on it for:

any unlawful purpose or in contravention of applicable law

commercial exploitation without our prior written consent

any purpose or in any manner that may give a false or misleading impression of us, our staff or our services (or those of our commercial partners); or

use, upload or transmit:

any material to the website without our prior written consent;

even where our consent has been obtained, any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offence or distress or which may affect or infringe the rights of any other person any device, software, file or mechanism which may interfere with the proper operation of this website or our systems; or

misuse the website or attempt to damage it in any way, nor gain unauthorised access to the website (or any part of it), the server on which the website is stored or any server, computer or database connected to the website; or

establish a link to this website from any other website, intranet or extranet site without our prior written consent; or

do anything that may interfere with or disrupt this website or our service; or encourage or permit others to do any of the above.

IN THE EVENT THAT YOU DO NOT COMPLY WITH THE ABOVE RESTRICTIONS, ANY PERSON AFFECTED BY YOUR ACTIONS MAY BRING A CLAIM AGAINST YOU AND/OR FREDERIC ROBINSON LIMITED. WE WILL PURSUE A CLAIM AGAINST YOU FOR ANY LOSSES AND COSTS (INCLUDING LEGAL COSTS) WE MAY SUFFER AS A RESULT OF YOUR ACTIONS. YOU MAY ALSO BE COMMITTING A CRIMINAL OFFENCE UNDER THE COMPUTER MISUSE ACT 1990 AND WE WILL REPORT ANY SUCH BREACH TO THE RELEVANT LAW ENFORCEMENT AUTHORITIES AND WILL CO-OPERATE WITH THEM BY DISCLOSING YOUR IDENTITY TO THEM.

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Frederic Robinson Ltd and frederic-robinson.co.uk are either trademarks or registered trademarks of Frederic Robinson Ltd. Other product and company names mentioned on this website may be the trademarks or registered trademarks of their respective owners and are used by us with their consent. No such names or marks may be used without the prior consent of the relevant rights owner.

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We do not give any assurance that the materials provided or available to you on or through this website are suitable for your requirements or that they will be secure, error or virus free and we will have no liability in respect of those materials. You remain responsible for ensuring that this website is suitable for your own purposes.

## WEBSITE AVAILABILITY

This website is provided free of charge, on a temporary basis and we make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content or the service we provide through it at any time without notice and without incurring any liability. We have no liability if for any reason the website (or part of it) is unavailable at any time or for any period.

## LINKS FROM THIS WEBSITE

We may, from time to time, provide links from this website to websites that are owned and controlled by third parties. These links are provided only for your convenience and we have no control over and will have no liability in respect of those websites. Such third party websites will have their own terms and conditions of use and privacy policies and we strongly recommend that you read and understand the same before using any third party websites linked to this website.

## MONITORING

Frederic Robinson may monitor activity and content on this website and may take any action we consider appropriate if we suspect you may be in breach of these Terms and Conditions including suspending, attaching conditions to or terminating your access and/or notifying the authorities or relevant regulators of your activities or requiring you to return to us any material which is or remains our property.

## SECURITY

Internet transmissions are never completely private or secure and there is a risk, therefore, that any message or information you send to us from this website may be intercepted and potentially read by others. Whilst we will take reasonable precautions to ensure that our website is as safe as possible, we will have no liability in respect of any transmissions you send to us, or in respect of any damage,

loss or corruption of any data, information or material or viruses that may infect your computer equipment or other property. You acknowledge that you have chosen to use this website and do so entirely at your own risk.

## ACCURACY OF INFORMATION

We take care to ensure that all information available on our website about our services is accurate and correct. However:

(A) our services are continually developing and, occasionally, the information we put on this website may be out of date. We reserve the right to change such information at any time. Any newsletters, blogs and other items offering information have been prepared for general interest only and are not a substitute for specific professional advice and should not be read or used as such;

(B) information provided by our commercial partners and/or other third parties is not checked by us and we have no responsibility for it. Any redress for mistakes in such information should be made against the relevant commercial partner or third party.

# DISCLAIMER

FREDERIC ROBINSON LIMITED DOES NOT WARRANT OR REPRESENT THAT THE MATERIAL ON THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT OR THAT THE WEBSITE WILL BE FREE OF DEFECTS OR VIRUSES. THIS WEBSITE AND THE SERVICE PROVIDED THROUGH IT IS PROVIDED ON AN "AS IS" BASIS AND ACCORDINGLY, WE HEREBY DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON THE SAME BY ANY VISITOR TO THE WEBSITE (OR ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS) TO THE EXTENT PERMITTED BY LAW. THE EXPRESS PROVISIONS OF THESE TERMS AND CONDITIONS ARE IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS OF ANY KIND IMPLIED BY STATUTE, COMMON LAW, CUSTOM OR OTHERWISE AND THE SAME ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, THOUGH YOUR STATUTORY RIGHTS ARE NOT AFFECTED. NOTHING CONTAINED IN THE PAGES OF THIS WEBSITE SHOULD BE CONSTRUED AS LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. DETAILED PROFESSIONAL ADVICE SHOULD BE OBTAINED BEFORE TAKING OR REFRAINING FROM ANY ACTION BASED ON ANY OF THE INFORMATION OR MATERIAL CONTAINED IN THIS WEBSITE.

## USE OF THIS WEBSITE OUTSIDE ENGLAND AND WALES

Frederic Robinson Limited makes no claims or representations that any or all of the content of this website may be lawfully viewed or downloaded outside England and Wales and, unless otherwise specifically stated, the content and this website is directed solely at users who access this website from England and Wales. IF YOU CHOOSE TO ACCESS THE WEBSITE FROM OUTSIDE ENGLAND AND WALES, YOU DO SO AT YOUR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION.

# LIABILITY LIMITATIONS

Nothing in these terms and conditions excludes or limits our liability for fraudulent misrepresentation, for death or personal injury caused by our negligence or for any other matter for which liability cannot be excluded or limited by operation of law. Nor shall anything in these terms and conditions affect your statutory rights. Subject always to the provisions of the previous paragraph, we hereby expressly exclude any liability for:

any direct, indirect or consequential loss or damage incurred by any user in connection with the website or in connection with the use, inability to use, or results of the use of the website, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of profit, loss of business or contracts, loss of goodwill and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;

any loss or damage resulting from circumstances where there is no breach of a legal duty of care owed to you by us; or

any loss or damage (or increase in loss or damage) resulting from a breach by you of these terms and conditions.

#### THIRD PARTY RIGHTS

Nothing in these Terms and Conditions is intended to nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Terms and Conditions has no rights to enforce them.

## WAIVER

No delay or decision not to enforce rights under these terms and conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

## GOVERNING LAW

These Terms and Conditions are subject to the laws of England and Wales and each of us hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. THE NEW VERSION WILL BE POSTED ON THIS WEBSITE AND WILL TAKE EFFECT IMMEDIATELY UPON POSTING IF YOU USE THE WEBSITE AFTER THE NEW TERMS AND CONDITION SHAVE COME INTO EFFECT, YOU WILL BE INDICATING YOUR AGREEMENT TO BE BOUND BY THE NEW TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS FOR £50 ROBINSONS VOUCHERS PRIZE DRAW

Monthly Prize: £50 Robinsons Gift Voucher for participating pubs only (one Monthly Prize will be available in each calendar month throughout the duration of this promotion)

For a list of participating outlets, visit https://www.robinsonsbrewery.com/find-a-pub/managed-pubs/ & https://www.robinsonsbrewery.com/find-a-pub/individual-inns/

The Promoter is Frederic Robinson Ltd (company number ) with its registered office at Unicorn Brewery, Lower Hillgate, Stockport, SK1 1JJ

This promotion is run in conjunction with Reputation.com (UK) Limited (company number 07832458) whose registered office is at Fourth Floor St James House, St James' Square, Cheltenham, Gloucestershire GL50 3PR.

This promotion is open to residents of the United Kingdom aged 18 or over, except for employees/directors of the Promoter, such employees/directors' immediate families/households or anyone else professionally involved with this promotion.

To enter: Simply complete a satisfaction survey and tell us what you thought about your recent visit to one of our pubs. The final date for entry for any month is the last day of that calendar month (any additional entries will be invalid).

The Promoter may refuse, remove, or suspend registration at any time. Prizes are non-transferable, non-refundable and no cash equivalent is available.

After the closing date, or on the date specified, prizes draw winner(s) will be selected at random from all complete, eligible and properly submitted entries received.

The winner(s) will be notified by email with details on how to claim the prize.

Your privacy is important to us. We will only process the personal data you provide in connection with this promotion to administer your entry and/or as otherwise required by law. Full details are set out in our privacy policy which is available on the Website or at https://www.robinsonsbrewery.com/privacy-policy/

In accordance with the current guidelines that govern promotions in the UK, if you are a Monthly Prize winner, we may publish, or make available on request, information that confirms an award took place – that is your surname, county and, if applicable, the entry itself. You have the right to object, or to ask for less information to be made available. If you wish to object, or if you have any questions or comments regarding data and privacy, please contact our data team by emailing dpo@frederic-robinson.co.uk Limits on the Promoter's responsibilities and Indemnities

Winners agree to be fully responsible for any personal or incidental expenses and/or tax liabilities incurred in claiming and using the prizes. The Promoter will not be responsible for any loss or injury resulting from entry into the promotion or a winner's acceptance of the prize.

Winners will be notified using the contact details they submitted. The Promoter will take all reasonable steps to contact the winning entrant(s) to arrange for the delivery of the prize, but if there is no response within 14 days, or the contact details are invalid, the Promoter reserves the right to (randomly) reallocate the prize without liability to the first winner.

The Promoter will not be responsible for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit entrants' ability to participate in the promotion. The Promoter does not guarantee that the Website will be operational on any specific device or system or that it will be error free or available all the time.

By entering, entrants agree to these terms and conditions together with the other polices on the Website, including the terms of use.

All winning entrants agree to participate in any reasonable publicity arranged by the Promoter without recompense.

The decision of the Promoter is final and no correspondence will be entered into.

The name and county of the Monthly Prize winners can be obtained for up to 6 months following the closing date by sending a self-addressed envelope to the Promoter's address set out above citing the name of the promotion.

The Promoter reserves the right to eliminate or disqualify any entries or entrants who the Promoter has reasonable grounds for believing are in breach of these conditions.

The Promoter reserves the right to cancel the prize draw or amend these terms and conditions without prior notice at any time, for whatever reason, and without liability to any entrants for doing

so. Please check these terms and conditions regularly as any changes are effective immediately upon posting to the Website.

If you have any questions or comments regarding this promotion, or these terms, please contact us at

marketing@frederic-robinson.co.uk. Please clearly state the name of the promotion.

# ACCOMMODATION PROMOTION - £50 GIFT CARD

T&Cs: This promotion is only valid on direct bookings made between 19.09.22 - 06.12.22 and valid on stays checking in between 01.10.22 - 08.12.22. There is a limit of x2 £50 gift cards per booking and the guest will receive this at the point of check-in. Offer only available on 2 & 4-night stays within the same booking. The gift cards will last for 12 months after activation and cannot be extended or exchanged. Customers can use their gift cards against accommodation, drink and food within any Robinsons Managed house or Indiviudal Inn, you can find the entire list here. This offer cannot be used in conjunction with any other offer or discount.

# **BLACK FRIDAY 2022 PROMOTION**

T&Cs: Save 30% off bookings made between 24th November – 27th November 2022 for stays between 2nd January – 12th March 2023. This promotion is valid on direct bookings only and cannot be used in conjunction with any other promotion or offer. This discount can be redeemed by entering "blackfriday30" in the promotional code box once the room(s) has been added to your cart. The discount will only be applied to the room rate and is not applicable against any extras including dog charges. This offer cannot be exchanged or redeemed outside the redemption dates stated. This promotion excludes The Royal Ships Standard Double rooms and Standard twin rooms. This offer is only applicable in Managed Houses and Individual Inns.