

TERMS & CONDITIONS

Updated: 03/06/21

1. Introduction to Smashing Plates

1.1 Our website, www.smashingplates.uk, which is accessible via your computer or your portable hand-held device (the “Website”). The Website are provided by Smashing Plates (Trading)Ltd, Kemp House, 152 – 160 City Road, London, EC1V “NX (“Smashing Plates”, “us”, “we” or “our” for short). “you” and “your” means you as the user of our Website.

1.2 We have set out the terms under which we are providing you with access to our Website and their products and services. These include the terms and conditions that govern:

- your use of our Website (including the mobile optimised version of our Website accessible from your portable hand-held device);**
- your rights to link to our Website;**
- your use of the services and products offered through our Website;**
- how we will use and protect information about you (see our separate “Privacy Policy”).**

1.3 Collectively these documents are termed as the “Terms of Use”.

1.4 We may change our Terms of Use from time to time. The revised Terms of Use will be available via the Website. You should check the Terms of Use regularly to ensure that you understand and are familiar with any changes. You will be deemed to have accepted any changes to the Terms of Use after you have been notified of the changes on our Website home page and you continue to access or use the Website.

2. Use of This Website

2.1 These Terms of Use set out how you may use our Website. By accessing the Website, you agree to these Terms of Use.

2.2 If you do not agree to these Terms of Use, you should not use the Website. You should read all the Terms of Use prior to using the Website. You should also save and/or print out a copy of these Terms of Use for future reference.

3. Age Restrictions

3.1 Our Website is suitable for users of any age, however there are particular products or services available through this site which are only available to users over the age of 16. These are:

- Accessing our in-restaurant wifi service**

- **Ordering a takeaway via our Click&Collect or Delivery services**

4. Specific Terms

4.1 There are specific terms which apply to particular products or services available through this site, including:

- **Ordering a takeaway**
- **Offers and Promotions**

4.2 These terms are located on the relevant page of this site for each product or service, and only relate to the specific products or services mentioned. If there is a conflict between these general Terms of Use and the specific terms, the relevant specific terms will take precedence.

5. Accessing Our Website

5.1 Access to our Website is permitted on a temporary basis. We update our website regularly and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the service at any time without notice.

5.2 You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through your internet connection are aware of these Terms of Use.

5.3 Please note that use of our Website is subject to your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that your computer and/or portable device is compatible with our products and services and we shall not be liable for any failure arising in the Website which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

6. Reliance on Information Posted

6.1 Materials posted on our Website are not intended as advice and should not be relied upon as such. We therefore accept no liability or responsibility arising from any reliance placed on such information to the fullest extent permissible by law.

6.2 Where we provide details of our restaurant menus, we make no promise that those details will be available in a particular restaurant on a particular day – all menus are subject to availability.

7. Viruses

7.1 We do not guarantee that the Websites 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 the Websites and we recommend that you use your own virus protection software.

7.2 You must not misuse the Websites 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 the Websites, the server on which the Websites are stored, or any server, computer or database connected to the Websites. You must not attack the Websites 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 will report 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 the Websites will cease immediately.

8. Intellectual Property

8.1 You may access, view and print out one copy of this Website and all information, images, and other content displayed on the Website ("Materials") strictly in accordance with these Terms of Use.

8.2 You may only view, print out, use, quote from and cite the Website and the Materials for your own personal, non-commercial use and on the condition that you provide the relevant acknowledgement where appropriate to Smashing Plates. All intellectual property rights in and to the Website and the Materials are either owned by or licensed to us and your use of the Website and Materials is subject to the following restrictions.

You must not:

- remove any copyright or other proprietary notices contained in the Materials;**
- use any Materials from the Website in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties;**
- 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 the Materials for any commercial purpose, without our prior written consent.**

9. Other important information

9.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

9.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so

in writing, and that will not mean that we will automatically waive any later default by you.

10. How to Contact us

**10.1 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:
listening@smashingplates.uk.**