

GRILL RESTAURANT, CLAYTON HOTELS UK RESERVATION TERMS OF USE

These Terms of Use ("Terms") are effective as at 02 /08 /2019

Please read this document carefully. By accessing or using the Website or the Service (defined in clause 1.1 below), you are agreeing to be bound by these Terms. If you do not agree with these Terms, please do not access or use the Service.

Welcome to the Grill Restaurant reservation service.

Information about us 1.

1.1 The Grill restaurant reservation service (the "**Service**") is accessible at this Clayton hotel's website (the "**Website**") enabling users ("**you**" and "**your**") to check availability and make reservations at the restaurant at this Grill Restaurant, Clayton Hotels (the "**Restaurant**").

1.2 The Service is provided by Grill Restaurant Clayton Hotels, Dalata Hotel Group PLC (07578635 (Clayton City of London/ 09292990 Clayton Hotel Manchester Airport /06885620 Clayton Hotel Birmingham), a company incorporated under Irish law, whose principal place of business is at Burton Court, Burton hall drive, Sandyford, Dublin 18, ROI. ("**Dalata or Clayton hotels**" or "**us**", "**we**" or "**our**") on behalf of the Restaurant. Our Company Number is 534888.

Contact us 2.

If you have any queries regarding the Service or any issue detailed in these Terms, you may contact the Restaurant directly. Details available on the website.

If you have any queries about our Privacy Policy please review here, <https://dalatahotelgroup.com/privacy-policy/>

About these Terms 3.

3.1 These Terms and our Privacy Policy tell you how we provide and how you may access and use the Service. Access and use of the Service includes accessing, browsing, registering to use and/or using the Service.

3.2 In addition, any personal information which you provide in the course of using the Service (such as your name, e-mail address, address and other contact details) is governed by our Privacy Policy. Our Privacy Policy, sets out the terms on which we process any personal data we collect from you, or that you provide to us.

3.3 Our Service uses cookies. Our cookies policy is contained in our Privacy Policy and sets out information about the cookies on our site.

Acceptance of Terms 4.

4.1 By accessing or using the Service, you acknowledge that you have read, understand and accept these Terms, that you agree to be bound by these Terms and you represent and warrant that you are of legal age and not prohibited by law from accessing and using the Service.

4.2 If you have accessed the Service by logging in via a third-party website, then these Terms shall apply to your use of the Service, to the exclusion of the terms of use governing those third-party websites. However, please note that the terms governing the third-party website may continue to apply to your continuing use of that site while using the Service.

4.3 If you do not agree to these Terms, you should not use the Service. You should read all the Terms prior to using the Service.

Changes 5.

5.1 We may from time to time make changes to these Terms and/or our Privacy Policy and/or change, terminate, suspend or discontinue the Service, at any time. Each time we make a change, we will update the date of these Terms and/or as relevant, our Privacy Policy. **Please review these Terms regularly to ensure you are aware of any changes made by us.**

5.2 Changes will be effective on the date that they are posted on the Website, or such later date that may be specified in the changes.

5.3 Your use or continued use of the Service after any changes to these Terms are posted on the Website will indicate your agreement to such changes. If you do not agree to the changes, your sole recourse is to cease from using the Service.

5.4 In the event of a dispute arising, the version of the Terms in effect at the time of the dispute shall govern such dispute.

Accessing the Service 6.

6.1 To use our Service, you will be required to provide us with certain information, including your name, email address, and telephone number ("**Information**"). You must provide true, accurate, current, and complete Information. You also agree to promptly update the Information to keep it true, accurate, current, and complete.

6.2 Any Information supplied by you to us will be used by us in accordance with our Privacy Policy and, where applicable, the terms of any privacy policy provided by the Restaurant.

6.3 By using the Service, you warrant that all Information provided by you is accurate and you agree that we may use and process your Information in accordance with our Privacy Policy for the purpose of operating the Service, receiving and fulfilling your booking requests and your use of the Service, including without limitation, you agree that:

(a) we can send you emails and SMS texts to confirm receipt and confirmation of your request;

(b) we can pass your Information to the Restaurant that you have booked, so that they can call you to accept your booking or send you a confirmation email or SMS text to accept your booking.

6.4 We will not charge you for any of the communications detailed in Clause 6.3 above. However, you shall be solely responsible for any data charges incurred through your use of the Service and your telephone network provider.

You are solely responsible for your use of the Service and for maintaining the confidentiality of your Information.

Restaurant Reservations 7.

7.1 The Service allows you to make dining reservations at the Restaurant.

7.2 Once you have completed your request for a Restaurant reservation via the Service, we directly contact the Restaurant's computerised database of reservations. The availability of reservations is determined at the time of your query. Once a reservation is made by you, we will provide you with confirmation of the reservation by email and/or SMS text.

7.3 Your request for a booking using the Service is an offer to the Restaurant and is not accepted or completed until you receive a confirmatory email from the Restaurant accepting your booking.

7.4 Please note that in making a booking for a Restaurant via the Service, you are booking restaurant services to be provided to you by that Restaurant and not by us. Therefore, you are entering into a direct contract with that Restaurant. We are not a party to that contract and we do not have any obligations to you under that contract.

7.5 In order to make any booking using the Service you must have the legal capacity to do so and you must accept financial responsibility for all transactions made under your name. You must make sure that all the Information (and any other information) you provide to us is true and accurate. Booking a table at the Restaurant means you have to pay the Restaurant after you have eaten unless it is clearly indicated before you book that you have to prepay or provide debit or credit card details in advance, in which case the Restaurant will seek such prepayment or debit or credit card details from you directly when confirming your booking.

7.6 Please ensure that you arrive in plenty of time for your booking and bring a copy of your email booking confirmation.

7.7 In addition to these Terms, your booking and your use of a Restaurant may also be subject to any terms and conditions applied by the Restaurant from time to time. Such terms are in addition to, and not a replacement for, these Terms. Please ensure that you read such additional terms and conditions before using the websites and/or making a booking for the Restaurant.

7.8 Any queries or concerns that you may have in connection with your Restaurant booking should be addressed directly to the Restaurant via the details set out in the confirmatory email or the Website.

7.9 We reserve the right to cancel a booking, but this of course will be without any liability on your part.

7.10 If you wish to cancel your booking you must contact the Restaurant directly. Contact details and any applicable cancellation policy for the Restaurant can be found in the confirmation email. Please ensure that you cancel a booking no later than thirty (30) minutes (or if the Restaurant's cancellation policy imposes a different cancellation period, then you must comply with the period specified in the Restaurant's cancellation policy) in advance of your reservation start time. If you are unable to keep your reservation and you fail to cancel at least thirty (30) minutes (or if the Restaurant's cancellation policy imposes a different cancellation period, then the period specified in the Restaurant's cancellation policy) in advance of the reservation, you will be deemed to be a no-show. If you are a no-show on a repeated basis, both we and the Restaurant reserve our right to suspend or terminate your ability to use all or any element of the Service in accordance with Clauses 8.2, 14, or otherwise under these Terms. You agree that all final no-show determinations will be made by us in our sole discretion.

7.11 You agree to use the Service only to make dining reservations at the Restaurant and then honour those reservations by arriving at the Restaurant on time and ordering and paying for meals. You further agree not to book more than one reservation for your personal use during any one meal time (e.g. lunch, dinner, etc.).

7.12 Resale or attempted resale of reservations is prohibited and is grounds for, among other things, cancellation of your reservations or termination of your access to the Service.

Your use of the Service 8.

8.1 Your use of the Service is solely for you to make dining reservations at the Restaurant. Any other use is prohibited.

8.2 We expressly reserve all rights and remedies under applicable laws, including the right, in our sole discretion, to refuse to allow you to use the Service by refusing to accept bookings from you and/or to cancel reservations for any reason, at any time, including without limitation if we believe you to be in violation of any part of these Terms.

8.3 When using the Service, you agree to comply with these Terms and with all applicable law. In particular, and unless expressly permitted by us in writing, you agree not to:

(a) use the Service for any commercial purpose, for any illegal purpose or in an unlawful or fraudulent manner and you will not solicit or collect any other user information;

(b) modify, remove or obscure any of our copyright/trade mark or other proprietary rights notices, or interfere with the security-related features of the Service;

(c) take any action to interfere with, damage, disrupt any part of the Service or the features or services offered on it;

(d) use the Service to transmit or facilitate the transmission of any unsolicited or unauthorised advertising or promotional material or to send, knowingly receive, upload/post, download, any material which does not comply with these Terms;

(e) use the Service to transmit or upload any material that contains software viruses, worms, Trojan Horses or any other computer code, file, programs or destructive features designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to the Service;

(f) decompile, reverse engineer or disassemble any portion of the Service or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance notice to us);

(g) use any robot, spider, scraper or other automatic or manual device, process or means to access the Service or monitor or copy our web pages or Content (defined in Clause 9.1 below), except as expressly authorised by us in these Terms;

(h) utilise any device, software, or routine that will interfere or attempt to interfere with the functionality of the Service or use network-monitoring software to determine architecture of or extract usage data from the Service;

(i) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Service or our infrastructure;

- (j) rent, lease, copy, provide access to or sublicense any portion of the Service or Content to a third party;
- (k) use any portion of the Service or Content to provide, or incorporate any portion of the Services or Content into, any product or service provided to a third party;
- (l) modify the Service or any Content or create any derivative product from the Service or any Content;
- (m) publicly disseminate information regarding the performance of the Service or Content or access or use the Service or Content for competitive analysis or benchmarking purposes;
- (n) include domain names or web urls in your username;
- (o) engage in any conduct that restricts or inhibits any other user from using or enjoying the Service;
- (p) not to yourself and not allow any third-party to remove or export from the United Kingdom or allow the export or re-export of any part of any aspects of the Service or any direct product thereof in contravention of any technology control or export laws and regulations that apply to the technology used or supported by the Service, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

8.4 You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms.

Reliance on information posted 9.

9.1 We have tried to ensure that the content posted on the Service, including without limitation, the text, data, software, scripts, graphics, photos, commentary, Restaurant descriptions, menus, and other features and materials ("**Content**") is correct at the time of publication.

9.2 To the fullest extent permissible by law, we disclaim all liability and responsibility arising from any errors, omissions or inaccurate information in such Content and/or reliance placed on such Content and all terms, representations, conditions or warranties that might otherwise be implied in these Terms are hereby excluded. The Content is based on information provided to us by the Restaurant, so please also contact the Restaurant directly or visit the Website for further information about the Restaurant.

Content 10.

10.1 We retain ownership of and expressly reserve all intellectual property rights in and to the Service including without limitation: (a) all Content owned or licensed to us; and (b) its associated intellectual property, including without limitation all copyright, patents, logos, trademarks, branding, get up, and databases ("**Our IP**").

10.2 You do not have the right to use Our IP or our Content for any purpose, except to view and print out one copy of your Restaurant reservation information or any one page of the Website for your own personal, non-commercial use. Your use of the Service and Content is subject to the following restrictions. You must not:

- (a) remove any copyright or other proprietary notices contained in the Content;
- (b) modify the Content in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose;
- (c) transfer the Content to any other person; or
- (d) use any Content in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties.

10.3 You will not reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit the Service and/or the Content in any way; without our prior written consent.

Trade marks 11.

We expressly reserve all rights in and to the trade mark 'Grill Restaurant' and 'Clayton Hotels', its logo and all other related service marks, trading names or other trademarks relating to our products and services. Other trademarks, products and company names mentioned on the Website may be trademarks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

Linking to the Service 12.

You do not have the right to link to the Service.

Third party sites and content 13.

13.1 The Service may contain links to third party websites. If you decide to visit any third-party site, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed on such websites. Links do not imply that we or the Service is/are affiliated or associated with such sites. Third party content may appear on the Service or may be accessible via links from the Service. It is not possible for us to review all websites which are linked from the Service (or link to the Service), and you should therefore take care when following any link. We cannot accept liability for any loss or damage that may be suffered as a result of following any links.

13.2 We do not endorse or take any responsibility for statements, advertisements or any content whatsoever transmitted through the Service, or linked to from the Service by other users or third-party service providers.

Termination 14.

14.1 Our right to suspend or terminate your ability to use all or any element of the Service in accordance with Clause 8.2, or otherwise under these Terms will be effective immediately, without notice or explanation. You agree that we shall not be liable to you for any termination of your use of the Service or for any effects of any termination of your use of the Service.

14.2 You are always free to discontinue your use of the Service at any time.

Your representations and indemnity 15.

15.1 You will indemnify us and our managers, shareholders, officers, directors, employees, representatives and agents (collectively, the "Indemnitees"), against any loss, damage or cost incurred by us arising out of your use of the Service and/or the Content, including, without limitation, any other information accessible over or through the Service, including information obtained from linked sites, your violation of these Terms, our Privacy Policy or any other laws, regulations and rules. You will also indemnify the Indemnitees against any claims that Information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defences.

Limitation of Liability 16.

16.1 Nothing in these Terms excludes or limits our or your liability for death or personal injury caused by our negligence or for fraud or fraudulent misstatement.

16.2 Subject to Clause 16.1 and except as prohibited by law, you acknowledge and agree that we will not be liable for any injury, loss, claim, damage or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with:

(a) these Terms;

(b) any use of the Service or the Content;

(c) any failure, delay, interruption, suspension or otherwise to Service (including, but not limited to, the use or inability to use any component of the Service for reservation);

(d) the performance or non-performance of any Restaurant in connection with the Service;

(e) errors, omissions or inaccurate information or Content on the Service or any actions taken by us at your direction;

(f) the actions or omissions of other users of the Service;

(g) any non-compliance of these Terms by us due to events beyond our control (for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure); or

(h) your visit to a Restaurant. We are not an agent of any Restaurant in which you have made a reservation.

16.3 In addition, you specifically understand and agree that any third party directing you to the Service by referral, link or any other means is not liable to you for any reason whatsoever, including but not limited to damages or loss associated with the use of the Service or the Content.

16.4 Except for loss or damage which cannot be excluded or limited by applicable law, any loss or damage suffered by you or anyone else that may arise from use of the Service and which is not otherwise excluded under this Clause 16 or otherwise in these Terms, our liability is limited to £50.

16.5 You and we understand and agree that the disclaimers, exclusions, and limitations in Clauses, 9.2, 16, 17 and 18 and otherwise specified in these Terms are essential elements of these Terms and that they represent a reasonable allocation of risk. In particular, you understand that we would be unable to make the Service available to you except on these terms and agree that these Terms will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

Disclaimer of Warranties 17.

17.1 You agree that the use of the Service is at your sole risk.

17.2 To the extent permitted by law, we expressly disclaim all representations, warranties, conditions, or indemnities, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising from a course of dealing, performance, or trade usage. We do not warrant that your use of the Service will be uninterrupted or error-free, that we will review the Content, information or materials made available through the Service for accuracy or that it will preserve or maintain any such information or materials without loss.

17.3 You may have other statutory rights, however, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

Availability of the Service 18.

18.1 We do our best to provide a Service you'll enjoy, but the Service and the Content is provided without express or implied warranty or condition of any kind, on an "as-is" basis.

18.2 Your access to the Service is permitted on a temporary basis and we reserve the right to withdraw or amend the Service without notice. We may suspend access to the Service periodically to carry out emergency or scheduled maintenance or for any other reason at any time. You acknowledge and accept that your use and access of the Service is dependent on connectivity over communications networks and facilities that are outside of our operation and/or control and that your use of the Service may be subject to limitations, delays and other problems inherent in the use of such networks and facilities. Taking this into account, we give no warranty that your use of the Service will be uninterrupted or error free. To the extent permitted by law, we accept no responsibility for and exclude any liability to you for the inability of you or the public generally to access the Service, for any delays, interruption, service failures, or lack of availability of the Service or other problems outside of our reasonable control, including without limitation problems inherent in the use of the internet and electronic communications or other systems. You are solely responsible for making all technical and other arrangements necessary for access to the Service.

18.3 We have the right to disable your access to the Service at any time if, in our opinion, you have failed to comply with any of the provisions of these Terms, or with the terms of any other terms of use or policies that apply to services or features offered via the Service.

18.4 You acknowledge and accept that we are not responsible for any loss or damage of any kind that you may suffer as a result of any interruption or delay to your access to the Service, or as a result of any failure or error in the transfer of data over those networks and facilities in connection with your use of the Service.

Release 19.

The Restaurant is solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities, and costs ("**Claims**") suffered by you as a result of your interaction with or visit to any Restaurant or from any product or service of any Restaurant.

General 20.

20.1 If any provisions hereof are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms shall remain in full force and effect unless the business purpose of these Terms is substantially frustrated, in which case they shall terminate without giving rise to further liability.

20.2 You may not assign, transfer or sub-contract any of your rights hereunder to anyone else. We may assign, transfer or sub-contract all or any of our rights and/or obligations under these Terms to any company, firm or person at any time without consent.

20.3 No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us from acting upon any continuing or subsequent breach or default.

20.4 These Terms constitute the entire agreement as to its subject matter as between you and us and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.

20.5 You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms.

20.6 Any notice to be given under these Terms may be given via e-mail, regular mail, and facsimile or by hand to the Restaurant address provided on the Website or otherwise as notified by one party to the other.

20.7 If you breach these Terms and we take no action against you, we will still be entitled to enforce our rights and remedies against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms.

20.8 If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the remainder of the Terms will continue to govern each of our respective obligations.

20.9 These Terms are not intended to give rights to anyone except you and us.

20.10 Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

20.11 These Terms and any disputes in connection with these Terms shall be subject to Irish law and the parties shall submit to the exclusive jurisdiction of the Irish courts.