

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE OLD VOLUNTEER WEBSITE OR MOBILE APP OR THE REINDEER WEBSITE

What's in these terms?

These terms tell you the rules for using the Old Volunteer Website, the Old Volunteer mobile app and the Reindeer Website.

Who we are and how to contact us

We are the Reddington Pub Company Limited, a company registered in England and Wales with company number 13641783, whose registered office is at Unit 13e, 92 Burton Road, Sheffield S3 8BX (**RPC/we/us**)

To contact us, please email admin@oldvolpub.co.uk or call 01159665822

How to access our websites and mobile application

The websites we operate are: www.reindeerpub.com, its related domains and sub domains (**Reindeer Site**), which is hosted by Word Press in respect of the Reindeer and www.oldvolpub.com, its related domains and sub domains (**Old Vol Site**) in respect of the Old Volunteer (**Old Vol**) which is hosted by Word Press. The Reindeer Site and Old Vol Site are collectively referred to as Our Sites in this policy.

We also operate a mobile app at the Old Vol which enables our customers to order food and beverages. The app is accessed via a QR code. (**Our App**)

By using Our Sites or Our App you accept these terms

By using Our Sites or Our App, 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, you must not use Our Sites or Our App.

Please note: you do not have our permission to use Our Sites or Our App if you are under the age of 18.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of Our Sites or Our App:

- Our Data Protection, Privacy and Cookies Policy which can be accessed via our website
- If you make a booking via one of Our Sites, you will be subject the terms and conditions applicable to our booking app: "Res Diary." Res Diary's terms and conditions can be accessed via: <https://www.resdiary.com/Terms>.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use one of Our Sites or Our App, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to Our Sites or Our App

We may update and change Our Sites or Our App from time to time to reflect changes to our goods and services, the changing demands or needs of our business or users' needs.

We may suspend or withdraw Our Sites and/or Our App

We do not guarantee that Our Sites or Our App, or any content on them will always be available or be uninterrupted.

Our Sites and Our App are only for users in England

Our Sites and Our App are directed to people residing in England. We do not represent that content available on or through Our Sites or Our App is appropriate for use or available in other locations.

You must keep your account details safe

If you create an account with us and you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at admin@oldvolpub.co.uk

How you may use material on Our Sites and Our App

We are the owner or the licensee of all intellectual property rights in Our Sites and Our App, 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 can only use Our Sites or Our App if you are a consumer user

Please note that we only provide our site for domestic and private use. You agree not to use our site 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 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.

Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any goods and services to you which will be set out in our terms and conditions of booking.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we

will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information in accordance with our Data Protection, Privacy and Cookies Policy, details of which can be accessed via our website

Acceptable Use

You may use Our Site and Our App for lawful purposes. You may not use Our Sites or Our App:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to bully, insult, intimidate or humiliate any person.
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of Our Sites or Our App.
- not to access without authority, interfere with, damage or disrupt Our Sites and/or Our App; or
- any equipment or network or software owned or used by any third party.

Content Standards

You must not upload any content to Our Site or Our App unless we have given our consent. Any content you upload must:

- be accurate (where it states facts).
- be genuinely held (where it states opinions).
- comply with the law applicable in England and Wales and in any country from which it is posted.

Content must not:

- be defamatory of any person.

- be obscene, offensive, hateful or inflammatory.
- bully, insult, intimidate or humiliate.
- promote sexually explicit material.
- include child sexual abuse material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote or encourage any illegal activity.
- be in contempt of court.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- impersonate any person or misrepresent your identity or affiliation with any person.
- give the impression that the content emanates from Reddington Pub Company Limited if this is not the case.
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- contain any advertising or promote any services or web links to other sites.

Breach of this policy

When we consider that a breach of this policy, we may take such action as we deem appropriate which may include but is not limited to: suspension of your access Our Sites and/or Our App, removal of any content uploaded; and/or legal action against you.

We exclude our liability for all action we may take in response to breaches of these terms and conditions of use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

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

Subject to our compliance with all applicable data protection legislation, we do not guarantee that Our Sites or Our App will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes to access Our Sites and our App. You should use your own virus protection software.

You must not misuse Our Sites or Our App 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 Sites or Our App, the servers on which Our Sites or App is stored. You must not attack Our Sites or Our App 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 Our Sites and Our App will cease immediately.

Other rules about linking to Our Sites and Our App

You must not establish any links to Our Sites or Our App without our express permission to do so.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.