



## Privacy Policy

Our pub is owned and operated by Cirrus Inns Limited, a company registered in England and Wales with company registration number 07680497 and whose registered office is at Studios C & D, 209 St John's Hill, London SW11 1TH. The group VAT registration number is 115 1288 41.

Cirrus Inns (we) are committed to protecting and respecting your privacy.

This policy (together with our terms of use and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting <http://www.dundasarms.co.uk/> using our site and (if applicable) booking any stay through our site, you are accepting and consenting to the practices described in this policy. Please do not use our site or make any booking through it if you do not agree to the terms of this policy (together with our terms of use and any other documents referred to in it).

For the purpose of the Data Protection Act 1998 (the Act) and the General Data Protection Regulation (GDPR), the data controller is Cirrus Inns Limited a company registered in England and Wales with company registration number 07680497 and whose registered office is at Studios C & D, 209 St John's Hill, London SW11 1TH. The group VAT registration number is 115 1288 41. Details of our notification to the data protection regulator may be found in the Information Commissioner's Office Public Register of Data Controllers at <https://ico.org.uk/> under registration number ZA153066.

Our nominated representative for the purpose of the Act and the GDPR is Adam Black.

### Information we may collect from you

We may collect and process the following data about you:

- Information you give us. You may give us information about you by filling in forms on our site <http://www.dundasarms.co.uk/> (our site) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to any service that we offer from time to time, become a member, make a booking through our site, book an experience through our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, e-mail address, and phone number, date of birth, financial and credit card information, personal description and photograph.
- Information we collect about you. With regard to each of your visits to our site we may automatically collect the following information:  
technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;  
and
- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.
- Information we receive from other sources. We may receive information about you if you use any of the other sites we operate (being sites that relate to other members of the Epicurean Collection, [epicurean.club](http://epicurean.club) or the other services we provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

## Cookies

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy.

## Uses made of the information

We use information held about you in the following ways:

**Information you give to us.** We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us, including sharing your information with any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006) or other companies outside of our group, in each case that will be performing or needs to hold any such information in connection with the performance of, any services booked by you through our site;
- in conjunction with our group companies (with whom we will share such information) to provide you with information about other goods and services we or our group companies may offer that are similar to those that you have already purchased or enquired about;
- to provide you, or permit selected third parties (including Epicurean Club Limited) to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data – this may be any booking form or registration form). For any bookings made via telephone for existing or new customers, you will automatically be subscribed to the mailing list(s). To opt out of such communications at any time, simply select the “unsubscribe” link in any email communication received or contact us at [info@dundasarms.co.uk](mailto:info@dundasarms.co.uk) and you will be automatically removed from the mailing list;
- to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer;
- to validate your information to check that data we hold about our customers/users is accurate, consistent and up to date;
- to review our services and those of our group companies from time to time to ensure that such services are relevant to our customers.

**Information we collect about you.** We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so; as part of our efforts to keep our site safe and secure;

to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them;
- to perform our contract with you to provide our services; and
- in pursuit of our legitimate interests to record CCTV footage to protect premises, belongings and staff.

**Information we receive from other sources.** We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

### **Disclosure of your information**

We may share your information with, if you select via checking certain boxes on the forms we use to collect your data or during telephone conversations with our staff, trusted third parties whose products, services and other offers we believe may be of interest to you. You will be able to opt out of any such communications at any time by contacting us at [enquiries@epicurean.club]. These include:

- business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience; and
- analytics and search engine providers that assist us in the improvement and optimisation of our site.

As part of using our services, you consent to us sharing your personal information with the following parties:

- Epicurean Club Limited and its group companies and other service providers and third party partners, who process and store data on our behalf;
- our professional advisers;
- individuals who you nominate as referees to verify certain information; and
- any member of our group, which means Cirrus Inns Holdings Limited and any of its subsidiaries from time to time]

### **We may also disclose your personal information to third parties:**

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
  - if Cirrus Inns Holdings Limited, or any of our group companies, or substantially all of its or their assets are acquired by a third party, in which case personal data held by it or them about its or their customers will be one of the transferred assets;
  - if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use, acceptable use policy or booking terms and conditions and other agreements; or to protect the rights, property, or safety of Epicurean Club Limited, our group companies, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Cirrus Inns Limited will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy, the Act and the GDPR.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [info@dundasarms.co.uk](mailto:info@dundasarms.co.uk).

You may ask us to rectify inaccurate information held about you. If you would like to update the data we hold about you, please contact us on using the details below and provide the updated information. You may ask us to delete your personal data and if you would like us to delete the personal data we hold about you, please contact us using the details below, specifying why you would like us to delete your personal data. You may ask us to provide you with the personal information that we hold about you in a structured, commonly used, machine readable form, or ask us to send such personal data to another data controller. You may object to our processing of your personal data pursuant to this Policy. Please contact us using the details below, providing details of your objection. You may make a complaint about our data processing activities to a supervisory authority, for the UK this is the Information Commissioner's Office, at [ico.org.uk](http://ico.org.uk).

Our site may, from time to time, contain links to and from the sites of our group companies, partner networks, advertisers and affiliates. If you follow a link to any of these sites, please note that these sites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these sites.

## **Access to information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you. We may charge a reasonable fee for any further personal data requests from you.

## **Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy. If we change this policy we shall notify you by means of notice on our site homepage and by email to the email address you have provided to us. This policy was last amended on 28th April 2017.

## **Contact**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@dundasarms.co.uk](mailto:info@dundasarms.co.uk).

# Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

## Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [dundasarms.co.uk](http://dundasarms.co.uk) (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, 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 of use, you must not use our site.

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate;

our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

our Cookie Policy, which sets out information about the cookies on our site.

If you make a booking through our site, our Booking Terms and Conditions will apply to the booking.

## Information about us

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## Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice.

We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

### **Your account and password**

If 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 [info@dundasarms.co.uk](mailto:info@dundasarms.co.uk).

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, 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 may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, our site; or  
use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

loss of profits, sales, business, or revenue;  
business interruption;  
loss of anticipated savings;  
loss of business opportunity, goodwill or reputation; or  
any indirect or consequential loss or damage.

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 will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services which are set out in our Booking Terms and Conditions.

### **Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy or as we may otherwise elect.

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

## **Viruses**

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 in order 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 which 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 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 site will cease immediately.

## **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact [info@dundasarms.co.uk](mailto:info@dundasarms.co.uk).

Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

## **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its 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.

## **Trade marks**



EPICUREAN COLLECTION and THE EPICUREAN logo are trade marks of Cirrus Inns Holdings Limited.

EPICUREAN CLUB is a UK registered trade mark of Cirrus Inns Holdings Limited.

EPICUREAN TIMES is a UK and EU registered trade mark, and THE EPICUREAN TIMES is a US registered trade mark, of Cirrus Inns Holdings Limited.

PUBS ON WHEELS is a UK and US registered trade mark, and the PUBS ON WHEELS logo is a UK trade mark, of Pubs on Wheels Limited.

**Contact us**

To contact us, please email [info@dundasarms.co.uk](mailto:info@dundasarms.co.uk).

Thank you for visiting our site.