

## **Introduction**

This group booking service (the "**Service**") is operated by Livebookings Holdings Limited (referred to in this Agreement as "**Livebookings**" "**we**", "**us**" or "**our**"). Livebookings is registered in England and Wales under company number 5398578 and our registered address is at 6th Floor Elizabeth House 39 York Road London SE1 7NQ. Our VAT Number is 882 5959 65.

These are the terms and conditions which will govern your use of the Service, which is provided to you by Livebookings on behalf of restaurants in the Livebookings Network, either via the website of the restaurant with whom you are booking a group reservation (a "**Restaurant**") or via the website of one of our third party booking partners (a "**Booking Partner**").

By using the Service you are deemed to have accepted these terms and conditions of use (the "**User Terms**")

## **Your Booking**

Please note that any services for which you book via your use of the Service are provided to you by the Restaurant directly and not by Livebookings. Therefore by using the Service to book a group reservation at your chosen Restaurant you are entering into a direct contract with that Restaurant and Livebookings is not a party to that contract.

In order to make any group booking using our 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 you provide to us is true and accurate. Booking a group reservation 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 in advance.

When you use the Service to place a group booking at the Restaurant you are making an offer to the Restaurant to accept your group booking. Your group booking is not complete and legally binding on the Restaurant until such time as you have received a confirmation from the Restaurant accepting your group booking.

If you wish to cancel your group booking you can contact the Restaurant directly. Contact details can be found in the confirmation email. Please ensure that you arrive in plenty of time and bring a copy of your email booking confirmation. If you have prepaid in advance please also bring the credit/debit card you used to make the group booking.

Failure to attend the Restaurant at the reserved time will result in you being charged a "no-show" fee by the Restaurant or losing your deposit. The decision whether to debit your card with a cancellation fee or "no-show" fee is entirely at the discretion of the Restaurant.

We reserve the right to cancel a group booking, but this of course will be without any liability to you. We have, at any time for any reason without prior notification to you, the right to terminate or restrict, suspend or terminate your access to any or all of the Service if we believe that you are misusing the Service or if you are in breach of these User Terms.

Because your contract is directly with the Restaurant any queries or concerns that you may have in connection with your restaurant group booking after confirmation should be addressed directly to the Restaurant via the details set out in the confirmatory email.

We reserve the right to disable your access to our Service at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement.

## **Additional Terms**

In addition to these User Terms, your use of a Restaurant or Booking Partner website and the other services and products provided by Restaurants and Booking Partners in the Livebookings Network, may also be subject to any additional terms and conditions applied by restaurants and/or Booking Partners

from time to time. Those terms will be in addition to, and therefore not a replacement for, these User Terms. Please ensure that you read such additional terms and conditions before using the websites and/or purchasing the services and products provided by restaurants and Booking Partners.

### **Personal Information**

To use our Service you are required to register certain information, including your name and email address. Your registration details and any personal information supplied by you to us will be used by us in accordance with these User Terms and, where applicable, the terms of any privacy policy provided by the Restaurant and/or Booking Partner

You may receive emails related to the fulfilment of your group booking and your use of the Service and we may use your personal information for that purpose. In addition, if selected by you at the time of making your group booking, you may also receive information and special offers regarding future bookings, products or offers provided by the Restaurant and/or the Booking Partner from time to time.

You are responsible for ensuring that all personal data supplied by you to us is accurate and kept up to date.

### **Cookies**

Similar to other commercial websites, our Service may utilise a standard technology called "cookies" and web server logs to collect information about how our Service is used and to improve our Service. Information gathered through cookies and web server logs may include the date and time of visits, the pages viewed, time spent using the Service, and the websites visited just before and just after your use of our Service. Cookies do not allow us to gather any personal information about you and we do not generally store any personal information that you provided to us in your cookies.

### **Availability of the Service**

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 therefore exclude any liability to you for any interruption or lack of availability of the Service to the extent that we can legally do so. You are solely responsible for making all technical and other arrangements necessary for access to the Service. You are also responsible for ensuring that all persons accessing the Service through your internet connection and account details are aware of these User Terms and comply with them.

### **Restrictions on use**

All copyright, database rights, trade marks, intellectual property rights and other proprietary rights subsisting in our Service and any content made available to you from the Service, shall remain our property or the property of our licensors. All such rights are expressly reserved.

You agree not to use our Service in such a way as to cause the whole or part of our Services to be interrupted, damaged, rendered less effective or be otherwise impaired or in any way contrary to applicable law.

### **Security**

We maintain the highest standards of security, however the transmission of information via the internet is not completely secure. So, whilst we will do our best to protect your personal information, we cannot ensure the security of your data transmitted to our Service. Any transmission is at your own risk. Once we have received your personal information we will use strict procedures and security features to prevent unauthorised access.

### **Our liability**

Nothing in these User Terms shall exclude our liability for death or personal injury arising through

negligence or for fraud.

We do not accept responsibility for any loss, damages or costs suffered or incurred by you arising from viruses or contaminants contracted by you or your machine via accessing or using our Service.

To the maximum extent allowed by applicable law we exclude all liability and responsibility arising from any reliance placed on any content available from the Service. You bear the entire risk of the completeness, accuracy or usefulness of any content accessed on our Service.

To the maximum extent allowed by applicable law we exclude all liability and responsibility arising from your use of:

- the services and products provided by the Restaurant and/or Booking Partners; and
- the Restaurant's and/or Booking

Partner's failure to supply such services or products, whether in whole or in part.

To the maximum extent allowed by applicable law, we expressly disclaim all warranties and conditions, express or implied, including, but not limited to, implied warranties and conditions of satisfactory quality and fitness for a particular purpose. You will not hold us responsible for any damages that result from you accessing (including any software or systems you use to access) our Service, but not limited to, damage to any computer, software or system or portable devices you use to access the same.

Under no circumstances shall we be liable to you for any consequential, incidental or special damages or for loss of business profits, business interruption, loss of business information, loss of data or loss of any benefit arising out of your use or inability to use our Services.

### **Changes**

We reserve the right at any time to vary these User Terms. Your continued use of our Service following any such variation shall constitute your acceptance of such changes.

### **Jurisdiction and applicable law**

The English Courts will have exclusive jurisdiction over any claim arising from or related to your use of the Service. English Law will apply to these User Terms.

### **Trade Marks**

Livebookings and the Livebookings Network are either registered or unregistered trademarks of Livebookings Holdings Limited. All other trademarks referred to on our Service are owned by their respective owners. No permission is given for their use by any person and such use may constitute an infringement of our rights or the rights of the applicable owner.

### **Contact Us**

You may contact us on any issue detailed in these User Terms at [www.livebookings.net](http://www.livebookings.net).

Thank you for using our Service.