

[www.digbytrout.co.uk](http://www.digbytrout.co.uk)  
**Website terms & conditions of use**

**By accessing this website, you agree to be bound by the terms and conditions below.**

#### **1. Definitions**

In these terms and conditions, "we/us/our" refers to Elixir UK Limited which owns [www.digbytrout.co.uk](http://www.digbytrout.co.uk), and all of its associated and subsidiary companies; "website" means [www.digbytrout.co.uk](http://www.digbytrout.co.uk), and/or any of our other affiliated websites; and "venue provider" means any of the venues that are listed on the website.

#### **2. Copyright**

Elixir is a registered trademark and the content of this website and its affiliated sites is protected by copyright. Except where expressly stated to the contrary, the copyright in the content of the website is owned by Elixir UK Limited or our venue providers. The content of the website is for your personal use only and you may download any content to one computer hard drive only or download and print pdf documents available on the website for your personal use only. Permanent copying and/or storage of whole or part of the website or its contents or incorporation in any other work or publication, other than as expressly permitted on the website, is strictly prohibited.

#### **3. Security**

You agree that any material downloaded or accessed through your use of this website is entirely at your own risk and that you will assume full responsibility for the protection of and any resultant damage to your computer system including computer hardware, software and stored data of third parties who may access or be otherwise connected to your computer system. You will be responsible for ensuring that any data downloaded or received from the website is free from viruses, worms or other items of a destructive nature.

#### **4. Liability**

We cannot accept any liability for the misuse of the website by you or any third parties. We cannot be held liable for any information or contents displayed by any of our venue providers and you agree that we cannot be held liable for any disputes or issues arising between you and any venue provider. We expressly disclaim all liability for any direct, indirect or consequential loss or damage (including without limit any loss of profits, goodwill and wasted expenditure) arising from your use of, or inability to use, the website. Nothing in these terms and conditions of use shall exclude our liability for death or personal injury resulting from our negligence.

#### **5. No warranty**

Elixir UK Limited is committed to the highest standard and quality of information and we have made every attempt to provide up-to-date and accurate information. However, the website and its contents are provided "as is" and "as available" for information purposes only. We make no warranties or representations, whether express or implied in relation to the website or its content, including but not limited to any warranties as to non-infringement of rights, satisfactory quality, fitness for purpose and accuracy. Similarly we can make no warranties in respect of any website content provided by any venue providers or third parties. Any goods or services purchased directly from us will be governed by the terms of the contract agreed between you and us and our standard terms and conditions (a copy of which is available on the website or upon request).

#### **6. Links to third party sites**

You acknowledge and agree that the website contains hyperlinks to other websites and that we are not responsible for the availability of such external sites. You further agree that we do not endorse and are not liable for any content, advertising, products or other materials on or available from such sites.

#### **7. Purchase from third parties (if applicable)**

We will use all reasonable endeavours to indicate whether any goods or services which are advertised on the website are offered for sale by us or by a venue provider or other third party. Where you choose to purchase goods or services from a venue provider or other third party, the contract governing such purchase shall be as between you and the relevant third party and on the standard terms and conditions (if applicable) of such third party for the purchase of such goods or services. You agree that we will not be responsible for or liable to you in respect of any transactions directly between you and third parties.

#### **8. Privacy and data protection**

Please see our separate privacy policy.

#### **9. Change of terms**

We reserve the right to modify these terms and conditions of use from time to time. By continuing to use the website you shall be deemed to have agreed and accepted such changes.

#### **10. General**

The invalidity of any terms or condition, or part thereof, contained in these terms and conditions of use shall not affect the validity of the remaining provisions which shall remain in full force and effect.

Our omission to exercise any of our rights under these terms and conditions shall not constitute a waiver of any such right unless expressly notified by us in writing.

These terms and condition shall be governed by and construed in accordance with English law and you and us agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising hereunder. In compliance with the Companies Act 2006, we are required to provide the following information:

**Elior UK Limited. Registered in England & Wales. Company number: 2352329 Registered office:**  
The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET

**Avenance plc. Registered in England & Wales. Company number: 1106729 Registered office:**  
The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET

**Azure Support Services Limited. Registered in England & Wales. Company number: SC203913 Registered office:**  
Willow House, Kestrel View, Strathclyde Business Park, Bellshill, Glasgow, ML4 3PB

**Digby Trout Restaurants Limited. Registered in England & Wales. Company number: 2151928 Registered office:**  
The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET

**Eliance Restaurants Limited. Registered in England & Wales. Company number: 2816242 Registered office:**  
The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET