

TERMS&CONDITIONS

Please read this carefully as it affects your legal rights and sets out the Terms on which we allow you to use this Website and the information contained within it. The Website is offered to you conditional on your agreement to abide by these Terms and your continued use of the Website signifies agreement with these Terms in their entirety and without modification.

1. Definitions

1.1 "Communication Facility" refers to any bulletin boards, chat rooms or other messaging or communication facilities(if any) that may from time to time be contained in the Website.

1.2 "Intellectual Property Rights" refers to all patents, copyright, database rights, design rights, moral rights, registered designs, trade marks or service marks, trade names, or know-how (whether registered or not and including any applications or rights to apply for registration) and all rights or forms of protection of a similar nature whether subsisting now or at any time in the future anywhere in the world.

1.3 "Terms" refers to these terms and conditions as amended from time to time.

1.4 "we" (and related expressions like "us" and "our") refers to The Three Horseshoes Hotel and "you" (and related expressions like "your") refer to you, the user of this Website.

1.5 "Website" refers to <https://www.three-horse-shoes.co.uk/> and to all web pages (including without limitation all components developed and produced for the Website, up-dates, format, art direction, "look and feel" and other content) from time to time situated at the Website .

2. Intellectual Property Rights

All Intellectual Property Rights and goodwill in or relating to the contents of the Website belong to either ourselves , or eviivo limited, or our business partners or to our suppliers. All Intellectual Property Rights are protected by law and you may not copy, republish or otherwise use the content of the Website save as provided in these Terms.

3. The Website

3.1 We, or eviivo limited or our suppliers or business partners may update or otherwise change the contents of the Website at any time and without notice to you. It is your responsibility to ensure you are aware of any changes we may make from time to time.

3.2 The Website may contain hyperlinks to sites operated by companies or organisations other than us. You access these hyperlinks at your own discretion and risk.

4. Your Use of the Website

4.1 You may not use the Website other than as expressly authorised within these Terms or within the Website itself. You are responsible for your use of the Website including where you allow others to use your password or to access your computer.

4.2 You may download to a local hard disk and/or print extracts from the Website solely for your own personal and non-commercial use.

4.3 Subject to Term 4.2, you may not copy or reproduce part or all of the contents of the Website in any form including, without limitation, its incorporation into or store in any other website, electronic retrieval system, publication or other work (whether hard copy, electronic or other) without our express written permission.

4.4 You may not frame or link to the Website or any part of it without our express written permission.

4.5 You may not use the Website for any illegal or unlawful purpose.

4.6 You may use the "Contact Us" section only to send messages and material that are appropriate and related to the particular Communication Facility.

4.7 Any use of the Communication Facility must be responsible, reasonable and not excessive and in particular, without limitation, you shall not do any of the following:

(a) commit an offence or use the Communication Facility for illegal purposes or to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others;

(b) publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;

(c) upload files that contain software or other material protected by Intellectual Property Rights (or by rights of confidentiality or privacy) unless you own or control the rights in question or have received all necessary consents in writing;

(d) upload files that contain viruses, corrupted files, inappropriate data or code or any other similar software or programs or use the Communication Facility in any manner that may damage the operation of our or another's computer, systems, websites or general operations or to unlawfully obtain access to any of them ;

(e) upload files which contain an active hypertext link to another website;

(f) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;

(g) falsify the origin or source of software or other material contained in a file that is uploaded;

(h) advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters;
(i) download any file posted by another user of a Communication Facility that you know, or reasonably should know, cannot be legally distributed in such manner.

4.8 We shall be entitled at any time to delete, remove or suspend the whole or any part of any Communication Facility or any information posted upon them without incurring any liability.

4.9 You may not alter or delete any copyright or proprietary notice that the Website may contain.

5. Limitation of Liability and Disclaimers

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 5

5.1 We use commercially reasonable efforts to ensure that the information on the Website is accurate and helpful at all times. However, we cannot guarantee the accuracy of that information and cannot be held liable for any use of such information by you or your reliance on it except as specifically agreed with us in writing.

5.2 Any link (be it a hypertext link or other referral device) used on the Website is provided solely for your use and convenience. Such links do not represent an endorsement or recommendation by us and do not mean that we have any association with the linked website. We are not therefore responsible for the content of any websites that have links with the Website or for the consequences of your entering into any contract(s) with their owners and do not accept any liability for any loss, damage, expense, costs or liability incurred by you as a result.

5.3 Advertising and/or sponsorship may be included on the Website. Such adverts and/or sponsorship on the Website does not represent an endorsement or recommendation by us. We are not responsible for any error or inaccuracy in advertising or sponsorship material.

5.4 We will not be liable for any loss, damage, expense, costs, delays or other liability which you may incur as a result of any event beyond our reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the Website for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium). We do not guarantee that the Website will be a continuous service or error free or that any defect will be correctable.

5.5 In no circumstances (even where we are found to have been negligent and you have warned us of the likelihood of such damages occurring) will we be liable for indirect or special damages of any kind including but not limited to financial losses such as loss of profit or business opportunity or loss of information of any kind including data.

5.6 The content of the Website does not constitute advice and should not be relied upon in making, or refraining from making, any decision.

5.7 We use commercially reasonable efforts to check for the most commonly known viruses, but we do not confirm that the Website, any e-mails or attachments are virus free and cannot accept any liability in this regard. We therefore recommend you carry out your own virus checks.

5.8 Nothing within these Terms operates so as to restrict our liability for death or personal injury arising from our negligence or that of our employees or sub-contractors or, if you are a consumer, affects your statutory rights.

5.9 If you use the Website in breach of these Terms you must reimburse us for any loss and/or damage caused to us by your misuse.

6. General Notices

6.1 We reserve the right to change these Terms at any time. Any such change will be effective once reflected in the text of these Terms and published on this Web page. You should check these Terms periodically to ensure that you are aware of and complying with the current version.

6.2 These Terms and our agreement with you under them shall be governed by English Law, and you and we agree to submit to the non-exclusive jurisdiction of the English courts for the determination of any dispute between us.

6.3. The headings in these Terms shall not affect their interpretation.

6.4 If any Term shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such Term or part shall to that extent be deemed not to form part of our agreement with you but the validity and enforceability of the remainder of that agreement shall not be affected.

6.5 You may not assign, sub-licence or otherwise transfer any of your rights under these Terms.

7. Data Protection

We take protection of any personal information you supply to us seriously. We will only use the information you provide about yourself in accordance with our Privacy Policy statement. You must comply with your own responsibilities under relevant data protection laws.

PRIVACY POLICY

1. Introduction

The Three Horseshoes Hotel is committed to safeguarding your privacy. This Privacy Policy explains our policy for the collection and use of information about you and your transactions with us.

We reserve the right to make changes to this Policy at any time. Your continued use of our products, services and website that are subject to this Policy will signify your acceptance of any and all changes to this Policy made by us from time to time.

The Three Horseshoes Hotel is the data controller in connection with any personal information collected or received by us arising from your use of any of our products, services, website and customer support communications.

2. How we use your personal data

In this section we have set out:

- the general categories of personal data that we may process
- the purposes for which we may process personal data; and
- the legal basis for the processing

We will process your personal data in accordance with the United Kingdom's Data Protection Legislation. We maintain strict security standards and procedures with a view to preventing unauthorised access to your data by anyone, including our staff. All of our staff and any third parties we hire to provide support services will be required to observe our privacy standards and to allow us to audit them for compliance.

2.1 Online Bookings

When a hotel room is booked your details are sent to The Three Horseshoes Hotel through our third party-provided booking system Eviivo Limited you can read about their service here: <https://eviivo.com/privacy-policy/>

2.2 Table Reservations

When a table is booked personal information provided is shared only with our staff and kept in accordance with our retention policy.

2.3 User Generated Content

2.3.1 Social Media

If you use any of our social network pages or applications or you use one of our products or services that allow interaction with social networks, we may receive information relating to your social network accounts. For instance:

- If you click on a 'like', '+1' or 'tweet' or similar button in one of our websites or services, we may record the fact that you have done so. In addition, the content that you are viewing may be posted to your social network profile or feed. We may receive information about further interactions with this posted content (for example, if your contacts click on a link in the posted content), which we may associate with the details that we store about you

- If you 'like', '+1' or similar one of our pages on a social network site, we may receive information about your social network profile, depending on your social network account privacy settings.

For more information and for details about how you can control access to your social network profile, you should view the privacy policy and other guidance available on your social network's website.

2.3.2 Reviews, comments and content

Where you have uploaded product reviews, comments or content to our websites or services and made them publicly visible, we may link to, publish or publicise these materials elsewhere including in our own advertisements.

The legal basis for processing in 2.3.1 and 2.3.2 is legitimate interest.

2.4 Legal Obligation

In addition to the specific purposes for which we may process your personal data set out in this section, we may also process any of your personal data where such processing is necessary for compliance with regulatory and legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

3. Providing your personal data to others

We may use other third party service providers to provide certain data processing services for us (acting as our authorised data processors). Examples of authorised data processors could include billing and fulfilment partners, IT solution providers, data analytics providers who process information on our behalf for the purposes outlined above. For example, we may use the services of third parties to fulfil orders, send postal mail and emails, process credit card payments, provide fraud checking services and provide customer services.

When acting as our authorised data processors, our service providers are required to only process data in accordance with our instructions, in line with this Policy, and are subject to appropriate confidentiality and security obligations.

In addition to the specific disclosures of personal data set out in this section, we may also disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

4. Retaining and deleting personal data

This Section sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

- Personal data that we process shall not be kept for longer than is necessary for that purpose or those purposes.

- Your personal data will be retained for 7 years following the date you cease to be a client, or longer as required to meet our regulatory obligations.
- Notwithstanding the other provisions of Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests.

5. Links to third party sites

Our website may contain links to other third party websites that are not operated by us. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security or privacy practices of those third party websites. We strongly encourage you to view the privacy and cookie policies displayed on those third party websites to find out how your personal information may be used.

6. Amendments

- We may update this policy from time to time by publishing a new version on our website.
- You should check this page occasionally to ensure you are happy with any changes to this policy.
- We may notify you of changes to this policy by email or via our website.

7. Your Rights

In this Section we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

Your principal rights under data protection law are:

- (a) the right to access;
- (b) the right to rectification;
- (c) the right to erasure;
- (d) the right to restrict processing;
- (e) the right to object to processing;
- (f) the right to data portability;
- (g) the right to complain to a supervisory authority; and
- (h) the right to withdraw consent.

You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to the supply of appropriate evidence of your identity. For this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address.

To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

8. Cookies

By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

8.1 About Cookies

A cookie is a simple text file that is stored on a user's computer (or mobile device) that is created when a user visits a website using a program called a browser (Chrome, Edge, Firefox or Safari).

A cookie isn't a program itself and doesn't actively do anything on a user's computer. A cookie cannot be used to identify a user personally, but they do contribute to improving a user's experience of a website.

A cookie simply allows the website to read the contents of the cookie text file. The text file itself simply contains a unique identifier code; the site name and some digits and numbers.

8.2 Why are Cookies used?

Most websites will use cookies in order to improve the user experience by enabling the website to 'remember' the user, either for the duration of the visit or for repeat visits.

Cookies do lots of different jobs, such as:

- remembering what items a user may have added to a shopping basket or an itinerary as the user moves between pages on a website
- saving a user's preferences to allow them to customise a website
- measuring what users do on a website to ascertain which parts of a website are popular, how long they spend on a website, how often users return, where they come from etc

8.3 What Cookies are used by this site?

Cookies are set by this website (first party cookies) but may also be set by other websites (e.g. Eviivo Ltd) that run content on the website's pages (third party cookies).

Cookies can be set to remember a visitor for the duration of their visit (session cookies) or to remember a visitor for repeat visits (persistent cookies).

9. Contact us

If you have any questions regarding this Privacy Policy or our use of cookies, please contact us at:

The Three Horseshoes Hotel

7 Galgate

Barnard Castle

Co. Durham

DL12 8EQ

Phone: 01833631777

Email: info@three-horse-shoes.co.uk