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TERMS & CONDITIONS (WEBSITE)

www.theashmaan.co.uk is a site operated by Rashid and Sons Limited (“We”). We are registered in Scotland under registered number SC429986 and have our registered office at 8 Telford Place, Linlithgow, West Lothian, EH49 7RP. Our main trading address is 25 Mill Road, Linlithgow, EH49 7QJ.

All use of our website, www.theashmaan.co.uk (“our site”), is in accordance with these terms. By using our site, you confirm that you accept these terms of use and that you will comply with them. If you do not agree to these terms then you should cease use of our site immediately.

We recommend that you print a copy of these terms for future reference as we may amend these terms from time to time. Every time you wish to use our site, please check this page to ensure that you understand the terms that apply at that time. We reserve the right to change these terms with immediate effect from time to time as we see fit and your continued use of our site will signify your acceptance of any adjustment to these terms. If there are any changes to our policies, we will announce that these changes have been made on our home page and on other key pages on our site.

To contact us, please email info@theashmaan.co.uk

ADDITIONAL TERMS

In addition to these terms, there are other policies that may apply to you whilst using our site or any associated services. These are:

- 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 Cookie policy, which sets out information about the cookies on our site;
 - If you purchase any product or service from our site or via our site (including via a third party service provider), our Terms and Conditions (Sale of Goods) will apply to all such sales;
 - If you purchase vouchers from our site, our Terms and Conditions (Gift Vouchers) will apply to all such sales;
- collectively, (the “Additional Terms”).

These terms, together with any applicable Additional Terms or any other document referred to in them, constitute a legally binding agreement between you and Rashid and Sons Limited.

ACCESS TO THE WEBSITE

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. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If you choose, or you are provided with, a user account name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user account at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

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, that they comply with them.

LIABILITY

We do our best to ensure all information on the site is accurate and kept up to date; however, the information is given as general information only, and you must not use or rely on it for any other purpose. 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. If you find any inaccurate information on our site please let us know and we will correct it, where we agree that it is accurate, as soon as practicable. We accept no liability for any loss or damage which you may suffer as a result of any inaccuracy or incompleteness of information on the site. Although files are virus checked, no guarantee is given that files are free from computer viruses. We reserve the right to withdraw or amend the service we provide via the site without notice. We will not be liable if for any reason the site is unavailable for any period.

We will not be liable for any indirect or consequential loss or damage whatsoever (including, without limitation, loss of income, business, use, opportunity, data, goodwill or profits), whether in an action of contract, delict (including negligence) or otherwise, arising, directly or indirectly, out of or in connection with your use of our site. Nothing in these terms shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or breach of statutory duty, or that of our employees or agents.

You indemnify us in full (and all respective officers, directors, employees and agents) for any losses or costs, including reasonable legal fees, we incur arising out of or in connection with any breach by you of these terms, your improper use of our site and/or services, or your breach of any law or third party rights.

INTELLECTUAL PROPERTY

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.

If you believe you own intellectual property rights in any content on our website, and you have not authorised use of such content, please contact us at info@theashmaan.co.uk and we will look into it. We reserve the right to temporarily remove or restrict access to the content in question while we investigate.

PRIVACY

We process information about you in accordance with our Privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

ACCEPTABLE USE – PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation, or 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, or 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.
- To reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

SUSPENSION & TERMINATION

Failure to comply with these terms constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking or further action, including legal proceedings or disclosing such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

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 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 that 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 or a distributed denial-of service attack.

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

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.

If you wish to make any use of material on our site other than that set out above, please address your request to info@theashmaan.co.uk

LINKED WEBSITES

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and cannot accept responsibility for content on such sites or for any goods or services offered on such sites. Third party websites may be subject to terms of use and it is your responsibility to check these.

JURISDICTION

Please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction.

TRADEMARKS

“the ashmaan” is a UK registered trade mark of Rashid and Sons Limited. You are not permitted to use them without our approval.



TERMS & CONDITIONS (SALE OF GOODS)

TERMS

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, merchandise or services.
- 1.2 Please read these terms carefully before you submit any order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, as well as other information.
- 1.3 If you think there is a mistake in these terms or require any changes, please contact us at info@theashmaan.co.uk to discuss.

DEFINITIONS

- 2.1 "Goods" means the goods, merchandise, vouchers and services advertised for sale on the Website;
- 2.2 "Order" means a request to purchase Goods submitted through the Website;
- 2.3 "Purchase" means the purchase of Goods made by you submitting an order and making payment for the Goods as detailed in Clause 5;
- 2.4 "Website" means our website, www.theashmaan.co.uk, and any subsequent URL which may replace it.

INFORMATION ABOUT US

- 3.1 www.theashmaan.co.uk is a site operated by Rashid and Sons Limited ("We"). We are registered in Scotland under registered number SC615687 and have our registered office at 8 Telford Place, Linlithgow, West Lothian, EH49 7RP. Our main trading address is 25 Mill Road, Linlithgow, EH49 7QJ.
- 3.2 You can contact us by email at info@theashmaan.co.uk
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

SERVICE AVAILABILITY

- 4.1 We reserve the right to refuse Orders, or place restrictions on the extent to which we accept Orders from certain countries.

OUR CONTRACT WITH YOU

- 5.1 Goods can be purchased from the Website.
- 5.2 Once we have received your Order and payment for the Goods we will send you a confirmation email. When you receive this confirmatory email, a contract between

you and us is formed.

- 5.3 If we are unable to accept your Order, we will inform you of this by email and will not charge you for the requested Goods. Orders may be cancelled because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.
- 5.4 We will assign you a purchase reference to every Order. It will help us if you can tell us the purchase reference whenever you contact us about your Order.

OUR GOODS

- 6.1 The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.
- 6.2 The packaging of the Goods may vary from that shown in images on our Website.

PRICE & PAYMENT

- 7.1 The price of any Goods will be as quoted on the Website from time to time, except in cases of obvious error.
- 7.2 These prices include VAT but exclude delivery costs for Goods, which will be added to the total amount due and will be displayed on our Website.
- 7.3 Prices are liable to change at any time, but changes will not affect Orders in respect of which we have already sent you a confirmatory e-mail in terms of Clause 5.2.
- 7.4 It is always possible that, despite our best efforts, some of the Goods listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the correct price of any Goods is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the correct price of Goods is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your Order and notify you of such rejection.
- 7.5 We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a confirmatory e-mail in terms of Clause 5.2 above, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.
- 7.6 Payments via the Website can be made by credit or debit card. All card transactions are processed through a third party payment gateway. Please note that your card details are never stored on our server.
- 7.7 All credit/debit card payments are subject to validation checks and authorisations

by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment to us, we will not accept your Order in accordance with Clause 5.3.

OUR RIGHTS TO MAKE CHANGES

- 8.1 We may change any Goods:
- (a) to reflect changes in relevant laws or regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements.

PROVIDING THE GOODS

- 9.1 The cost of delivery will be as displayed to you on our Website.
- 9.2 We will deliver the Goods to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your Order.
- 9.3 We are not responsible for delays outside our control. If our supply of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.
- 9.4 If you are not home when delivery is attempted, you will be notified by our delivery provider of the delivery and should make arrangements to have your Order re-delivered at a convenience time.
- 9.5 The goods become your responsibility from the time we deliver the product to the address you gave us.
- 9.6 The Goods will be at your risk from the time of delivery to you. Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of the Goods, including delivery charges.
- 9.7 If you wish to order Goods for delivery outside the UK please contact us at info@theashmaan.co.uk for delivery options. Such Goods may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 9.7 We may have to suspend the supply of Goods to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in the relevant laws and regulatory requirements.
- 9.8 Please also note that you must comply with all applicable laws and regulations of

the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

REFUNDS POLICY

- 10.1 Orders can be cancelled up to 14 working days after the day on which you received the Goods. If you wish to cancel an order you can do so by contacting us as info@theashmaan.co.uk. Notification that your Order has been cancelled will be sent to your email address.
- 10.2 Refunds will only be given where cancelled Goods are returned to us undamaged and unused within 14 working days of cancellation, along with the original packaging. Subject to paragraph 10.3 below, you will be liable for the costs of returning cancelled Goods. Refunds will be made within 14 working days after cancellation. Any Orders cancelled after the period referred to in Clause 10.1 above or in respect of which the Goods are not returned within 14 working days of cancellation in terms of this Clause 10.2, will not be eligible for a refund.
- 10.3 We will refund the costs of returning any Goods which are faulty or damaged, or any Goods which are offered as a substitute to that Order. The cost of returning any Goods will generally be refunded within 14 days of us receiving the Goods.

DATA PROTECTION

- 11.1 We will use the personal information you provide to us:
 - 11.1.1 to supply the Goods to you;
 - 11.1.2 if you agree to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 11.2 We will only give your personal information to third parties where the law either requires or allows us to do so, unless you have consented to such transfer at the time of our collection of your information.
- 11.3 We will only use your personal information as in accordance with our Privacy policy.

FORCE MAJEURE

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract with you that is caused by events outside our reasonable control ("Force Majeure Event").
- 12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 12.2.1 strikes, lock-outs or other industrial action;

- 12.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 12.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 12.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 12.2.5 impossibility of the use of public or private telecommunications networks;
 - 12.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3 Our performance under any contract with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

LIABILITY

- 13.1 Descriptions and information posted on the site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on the Website by any visitor to the Website or anyone who may be informed of any of its contents.
- 13.2 Our Website may contain inaccuracies or typographical errors. We will not be liable for any such inaccuracies, or for any loss you may suffer as a result of any incorrect information displayed on the Website.
- 13.3 Our liability for any claims arising from your use of our Website and the purchase of Goods from our Website will be limited to the total value of the Goods purchased by you from our Website.
- 13.4 Nothing in these terms shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or breach of statutory duty, or that of our employees or agents.

OTHER IMPORTANT TERMS

- 14.1 We may transfer our rights and obligations under these terms to another organisation. You need our consent to transfer your rights to someone else.
- 14.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract,

that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 14.4 The contract between us and you for the purchase of the Goods shall be concluded in English only. We will not retain a copy of the version of the terms and conditions you have agreed to in relation to the purchase of any Goods. We recommend you print a copy of these terms and conditions, for your records.
- 14.5 These terms are governed by Scottish law and you can bring legal proceedings in respect of the products in the Scottish courts exclusively.



TERMS & CONDITIONS (GIFT VOUCHERS)

1. Vouchers can be used as full or part payment on goods, services and merchandise at The Ashmaan. Purchases made with vouchers are not refundable in cash.
2. Vouchers are either in the form of a monetary amount or dining experience voucher.
3. Vouchers are not transferable, refundable in cash or replaceable if lost, destroyed or stolen.
4. The value paid for a voucher will be credited against the table at the beginning of the meal (whether a face value voucher or dining experience). This value can be utilised at the guests' discretion across the full Food & Beverage range including purchasing books and other merchandise. In the case of a voucher that is branded for a specific purpose, the voucher is a face value voucher and does not require to be redeemed against the purpose for which it is branded.
5. All vouchers can be redeemed in any group restaurant associated with The Ashmaan.
6. All vouchers are valid for 9 months from the date of purchase. Please ensure to register your voucher online as soon as possible after purchase to protect its validity. Vouchers not used within this time will be forfeited with no entitlement to refund or exchange.
7. Reservations are subject to availability. Purchase of a voucher does not guarantee availability at The Ashmaan. All reservations should be made in accordance with the reservation policy of the The Ashmaan. Please allow sufficient time to make a reservation and redeem any voucher within the validity period.
8. Risk will pass to the customer upon delivery of a voucher and title will pass upon receipt of payment in full. Where vouchers are dispatched by email, risk will pass to the customer when the email is sent and title will pass upon receipt of payment in full.
9. Vouchers can be issued by post or collected from the restaurant.
10. All gift wrapped vouchers will be sent by Royal Mail First Class delivery or can be collected from the restaurant. Items bought before 5pm Monday- Friday should normally arrive in 2-3 working days (for UK mainland orders) but this may vary. Items purchased on Saturdays or Sundays will be dispatched on the following Monday. During the festive period, please refer to our website for delivery timescales.
11. The Ashmaan reserves the right to make amendments to these terms and conditions without prior notice.
12. Your voucher is intended for your personal use and, as such, you are not entitled to sell, distribute, or otherwise make any commercial use of your voucher (including any promotional commercial activity). For clarity, this shall not prevent you from giving a voucher as a gift, provided that such gift is not connected to any commercial activity.
13. Cancellation of any voucher does not affect your statutory rights.

