

Terms & Conditions

Beales Hotel

TERMS AND CONDITIONS

This system is operated by Beales Hotel, West Lodge Park, Cockfosters Road, Hadley Wood, Enfield. EN4 0PY (“**Beales Hotel**” or “**we**”).

These Terms and Conditions apply to your participation in and use of the features on offer by the Beales Hotel Loyalty at the location (“**Location**”) at which Beales Hotel provides a range of services and amenities to its clients (which, for the purposes of these terms and conditions, is the “**Employer**”).

The Beales Hotel Loyalty (the “**App**”) provides various features allowing you to view the restaurant menu and pre-order food and other features. The loyalty scheme will need to be registered to your personal account (“**Account**”) in order to allow payment of food.

Use of the Loyalty Account or other features will constitute acceptance of these Terms and Conditions which, together with our Privacy Notice, govern our relationship with you in relation to the LOYALTY ACCOUNT.

You must be aged 16 or over to participate in Loyalty Account and access any of the features described above.

1. GETTING THE LOYALTY ACCOUNT

THE LOYALTY SCHEME

The loyalty scheme is free of charge and can be accessed using a loyalty card picked up onsite.

You can use your loyalty card to earn rewards and promotions on purchases or individual products. Please note that your card must be registered online to enable you to earn and redeem loyalty points.

Each User must only use the Account in accordance with the Scheme rules. In order to earn reward points on purchases, the Card must be presented at the checkout prior to purchase. Reward points cannot be added after the transaction is completed. Each Card is personal to the holder or relevant User to whom it is issued and neither the Card nor the reward points can be used by or transferred to any other person. The rewards points cannot be used in conjunction with any other promotion or discount. Reward points will not be awarded against the purchase of gift cards/gift vouchers, purchases paid for with vouchers issued under this Scheme or payment for purchases made online. Certain other products may also be excluded from the Scheme or the reward points awarded reduced from time to time at our discretion. Any reward points earned on purchases which are subsequently cancelled or refunded will be deducted from the Card. For current reward points earning levels please see onsite or visit our Club Beales Website.

The loyalty system may be suspended temporarily or permanently and without notice in case of system failure, maintenance, or repair or for other reasons beyond our control. We reserve the right to make changes to the loyalty system from time to time, to include the removal, modification and/or variation of any elements, features, or functions of the loyalty scheme.

Other than personal information covered under our Privacy Notice, any material you post to The loyalty scheme (where this is possible) shall not be confidential. We shall be free to copy, disclose, distribute,

incorporate, and otherwise use any material and data, images, sounds, text and other material embodied in the posting or upload for any purpose. You must not post any material on the website that is threatening, offensive, discriminatory, blasphemous, in breach of confidence or privacy or any material that could cause any harm to The loyalty scheme through the use of viruses, logic bombs, malicious software, worms or any similar technical misuse of The loyalty scheme. Any misuse shall be disclosed to law enforcement authorities at our discretion.

IMPORTANT POINTS TO NOTE IN RELATION TO YOUR LOYALTY WEBSITE

You may cancel your account /or delete your App at any time. If your card is lost or stolen, you must notify us of this via the email address set out below in paragraph 5 (General). Beales Hotel will not be liable for any resulting loss.

1. GENERAL

Beales Hotel can cancel or withdraw the loyalty system (whether in relation to your Employer or generally) for any reason at any time. In such circumstances, we will endeavour to provide you with as much written notice as possible.

We may also change these Terms and Conditions as is necessary by updating them on our App. You should therefore check the loyalty scheme from time to time to review these Terms and Conditions, because they are binding on you.

Any graphics, artwork, information, trademarks, audio or video (the “**Intellectual Property**”) are either our property or licensed to us by a third party. You may only use the Intellectual Property for your personal non-commercial use, unless you otherwise have our prior written approval.

We shall not be responsible or held liable for any default or event arising directly or indirectly from any cause or event beyond our control. To the extent permitted by law, but excluding liability for death or personal injury caused by our negligence, fraud or misrepresentation, we will not be liable for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort, contract or otherwise) in connection with The loyalty scheme including but not limited to loss or damage due to viruses that may infect your device or computer equipment, software, data or other property on account of your access to, use of, or browsing The loyalty scheme. To the extent that we may be liable, our aggregate liability to you shall not exceed the amount directly paid by you to participate in the Loyalty Scheme.

We do not accept any responsibility for any errors or omissions on the loyalty scheme and we may make changes to the Material on the loyalty scheme in our sole discretion. In particular, we do not represent nor warrant that the loyalty scheme will be error free, free of defects or harmful components, or that defects will be corrected.

We may transfer the benefits of these Terms and Conditions to a company in the same group as Beales Hotel and if we do so, your rights will not be affected in any way.

These Terms and Conditions are governed by English law and subject to the non-exclusive jurisdiction of the English Courts.

Please retain these Terms and Conditions for your records. If you have any queries about the about these Terms and Conditions, you can write to us at West Lodge Park, Cockfosters Road, Hadley Wood, Enfield. EN4 0PY.

Privacy Policy

Beales Hotel is committed to protecting and respecting your privacy. We take your privacy very seriously and we ask that you read this Privacy Notice carefully as it contains important information on:

1. the personal data we collect about you;
2. how we look after your personal data when you visit our app (regardless of where you visit from);
3. with whom your personal data might be shared; and
4. your privacy rights and how the law protects you.

WHO ARE WE

Beales Hotel is the controller and responsible for your personal data (collectively referred to as “Beales Hotel”, “we”, “us” or “our” in this Privacy Notice).

PERSONAL DATA WHICH WE COLLECT

Personal data provided by you

We may collect personal data about you when you:

1. register with The loyalty scheme;
 2. purchase or make payments for any of our products or services;
 3. contact us in relation to the loyalty scheme;
 4. post material to our loyalty scheme;
 5. complete customer feedback or surveys; and
 6. participate in competitions relating to the loyalty scheme.
- The personal data collected in the above manner will include your:

1. full name;
2. email address;
3. telephone number;
4. payment details;
5. purchase history; and
6. the location which you would like to receive notifications / promotions about (if you have given your consent to receive such notification / promotions).

HOW WE USE YOUR PERSONAL DATA

Overview

We collect information about you so that we can:

1. identify you and manage your account with the loyalty scheme;
2. process any orders for goods and/or services which you make with us;
3. assist you with your queries in relation to our business and/or the loyalty scheme;

4. conduct research, statistical analysis and behavioural analysis;
5. carry out customer profiling and analyse your purchasing preferences (although this is only ever done in an anonymised manner and will not identify you specifically);
6. detect and prevent fraud;
7. customise our app and its content to your particular preferences;
8. notify you of any changes to our app which may affect you;
9. carry out security vetting; and
10. improve the loyalty scheme.

Marketing

We may wish to send you information by email, telephone, text message (SMS) and push notification about our products and services, competitions or prize draws and special offers which may be of interest to you. We will only send you marketing messages when you tick the relevant consent box when you register for the loyalty scheme or if you specifically let us know at any time in future that you would like to receive such messages. If you have consented to such receive marketing from us in either of the above ways, you can change your mind at any time by using the unsubscribe link on each of our emails. Even if you choose not to receive marketing messages from us or you ask to be unsubscribed, you can still use the loyalty scheme.

WHEN WE MIGHT SHARE YOUR PERSONAL DATA WITH THIRD PARTIES

We do not, and will not, sell any of your personal data to any third party. We want to earn and maintain your trust, and we believe this is essential in order do that.

As an essential part of being able to provide our services to you, we may share your data with the following categories of third parties:

1. service providers that help us to run and manage our App such as Bluerunner Systems Ltd who provide us with the loyalty scheme functionalities and back office functionalities to run The loyalty scheme and JUDO/Worldpay who provides the functionality to take payments via The loyalty scheme;
2. service providers that give us the ability to send email, text message (SMS) and mobile app push notifications to you;
3. professional advisers including lawyers, bankers, auditors and insurers who provide advice to us when we require it;
4. law enforcement agencies in connection with any investigation to help prevent unlawful activity; and
5. third parties to whom we may choose to sell, transfer or merge parts of our business or our assets.

Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Notice. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions. If you would like any more information about the third parties which we work with to provide our services to you, please contact us on the contact details provided later in this Privacy Notice.

HOW WE KEEP YOUR PERSONAL DATA SECURE

To protect your information, we have policies and procedures in place to make sure that only authorised personnel can access the information, that information is handled and stored in a secure and sensible manner, and all systems that can access the information have the necessary security measures in place. All employees, contractors and sub-contractors receive the necessary training and resources to ensure they understand their responsibilities in relation to all of our policies and procedures. In addition to these operational measures we also use a range of technologies and security systems to reinforce the policies and procedures, including ensuring that:

1. access to personal data is strictly restricted to those employees who need access this information as part of their role;
2. we store your personal data on secure servers;
3. information used for reporting and/or customer profiling purposes is anonymised (so that it does not identify you); and
4. payment details are encrypted

HOW LONG DO WE KEEP YOUR PERSONAL DATA

We shall only retain your information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. If you would like more information about how long we retain specific types of your information, please contact us on the contact details provided later in this Privacy Notice.

TRANSFERS OF YOUR PERSONAL DATA OUT OF THE EEA

All information you provide via our App is stored on our secure servers within the European Economic Area ("EEA"). If any data that we collect from you is transferred to, or stored at, a destination outside the EEA at any time, we will update this Privacy Notice accordingly.

When you link to one of our social media sites via our App, any personal data which you provide them may be transferred or stored outside the EEA. Please check their websites' privacy notice carefully.

YOUR RIGHTS

The right to access information we hold about you

At any point you can contact us to request the information we hold about you as well as why we have that information, who has access to the information and where we got the information. Once we have received your request we will respond within 30 days.

The right to correct and update the information we hold about you

If the information we hold about you is out of date, incomplete or incorrect, you can inform us and we will ensure that it is updated.

The right to have your information erased

If you feel that we should no longer be using your information or that we are illegally using your information, you can request that we erase the information we hold. When we receive your request, we will confirm whether the information has been deleted or tell you the reason why it cannot be deleted.

The right to object to processing of your information

You have the right to request that we stop processing your information. Upon receiving the request, we will contact you to tell you if we are able to comply or if we have legitimate grounds to continue. If data is no longer processed, we may continue to hold your information to comply with your other rights.

The right to ask us to stop contacting you with direct marketing

You have the right to request that we stop contacting you with direct marketing.

The right to data portability

You have the right to request that we transfer your information to another controller. Once we have received your request, we will comply where it is feasible to do so.

For your security we may need to verify your identity before we process your instructions above.

COOKIES AND TRACKING

Use of cookies

A cookie is a small text file which is placed onto your device when you access our App. We may use cookies on this App to:

1. recognise you whenever you visit our App (this speeds up your access to the loyalty scheme as you do not have to log in each time);
2. obtain information about your preferences, online movements and use of the internet;
3. carry out research and statistical analysis to help improve our content, products and services and to help us better understand our customer requirements and interests;
4. make your online experience more efficient and enjoyable.

In most cases we will need your consent in order to use cookies on this app. The exception is where the cookie is essential in order for us to provide you with a product or service you have requested.

Consent to cookies

If you visit our app when your browser is set to accept cookies, we will interpret this as an indication that you consent to our use of cookies and other similar technologies as described in this Privacy Notice. If you change your mind in the future about letting us use cookies, you can modify the settings of your browser to reject cookies or disable cookies completely.

Turning off cookies

If you do not want to accept cookies, you can change your browser settings so that cookies are not accepted. If you do this, please be aware that you may lose some of the functionality of this app. For further information about cookies and how to disable them please go to the Information Commissioner's webpage on cookies: <https://ico.org.uk/for-the-public/online/cookies/>.

TAKE CARE WHEN LINKING TO OUR SOCIAL MEDIA SITES

Our app may provide links to our social media sites. Once on any of these social media sites, please take care if you choose to post any information as this will be on a public domain and may be widely accessible. If you would like more information about how any information posted on these sites will be used, please read the sites' privacy notice carefully.

CONTACTING US

If you have any queries about this Privacy Notice, need further information about how we use your personal data or wish to lodge a complaint, please contact us.

You also have the right to lodge a complaint with the Information Commissioner's Office directly. Further information, including contact details, is available at <https://ico.org.uk>.

CHANGES TO THIS PRIVACY NOTICE

We may change this Privacy Notice from time to time. You should check this Privacy Notice occasionally to ensure that you are aware of the most recent version that will apply each time you access the loyalty scheme.

Where we have made any changes to this Privacy Notice which affects the manner in which we use your personal data, we will contact you by email to inform you of this change.

This Privacy Notice was last updated March 2021