How we use your information

1. **Who we are**

We are Punch Taverns Ltd a company incorporated in England and Wales with registered number 03752645 with registered office at Jubilee House, Second Avenue, Burton on Trent, Staffs, DE14 2WF

We are also registered with the Information Commissioner's Officer with registration number Z1301910. This registration covers the uses of personal information set out below.

2. **How we collect your personal information and why**

Punch (we, us, our) may need to collect personal information about you, and there are different ways that we might do so; this privacy notice tells you what to expect when we collect personal information on:

2.1 visitors to our website;

2.2 anyone who interacts with us or contacts us through social media;

2.3 anyone who contacts us.

2.1 **Visitors to our websites**

2.1.1 **Cookies**

Cookies are small files of letters and numbers that we store on your browser or the hard drive of your device. Like most websites, we use cookies on our website for our legitimate interests. There are different types of cookies that we use for different purposes; however generally speaking cookies help us to distinguish you from other users of our website, which allows us to provide you a better experience and also allows us to improve our website.

You can block cookies at any time by activating the setting on your browser that allows you to refuse some or all cookies as described below. However, if you do block cookies there may be parts of our website that you will be unable to access or that will not function properly.

(a) Our cookies help to:

- make this website work as you would expect;
- remember your settings during and between visits;
- improve your and other users’ experiences of the website;
- allowing you to sign up to marketing and updates if you have requested to do so;
- remembering if we have already asked you certain questions;
- improve the speed/security of this website.

(b) We do not use cookies to pass personal data to third parties (except as set out in the Privacy Policy).

2.1.2 **Third party services**
Whenever you visit our website we will use a third party service, Google Analytics, for our legitimate interests, to collect standard information about your website use, such as internet logs and details of your visitor behaviour patterns. The reason we use this service is so that we can find out how many people visit the website and the various parts of the website. This information helps us to find out how our website is working and how to improve it. We do not identify anyone, and we do not make or allow Google Analytics to (or attempt to) identify anyone visiting our website. You can opt-out of being tracked by Google Analytics by visiting http://tools.google.com/dlpage/gaoptout. We’d prefer you didn’t opt out, as this data is helpful to us in improving this Website.

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<th>Google analytics cookies</th>
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<td><strong>Cookie Name</strong></td>
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2.1.3 Turning cookies off

a) You can usually switch cookies off by adjusting your browser settings to stop it from accepting cookies. The "Help" function within your browser should tell you how. Alternatively you can visit http://www.attacat.co.uk/resources/cookies/how-to-ban or www.allaboutcookies.org, which provide general information about cookies and how you can manage cookies on your computer.

b) Please be aware that switching off cookies is likely to limit the functionality of our website.

c) It may be that if you have concerns around cookies they in fact relate to so called “spyware”. Rather than switching off cookies in your browser you may find that anti-spyware software achieves the same objective by automatically deleting cookies considered to be invasive.

2.2 Social media

Our website contains links to our social media pages. Any information you provide to us via social media (including messaging, "liking", "following" and other communications) is controlled by the social media network. We currently use:

a) Twitter, which has its own privacy notice that can be located at https://twitter.com/privacy; and
b) Facebook, which has its own privacy notice that can be located at https://www.facebook.com/privacy/explanation

c) TripAdvisor, which has its own privacy notice that can be located at https://tripadvisor.mediaroom.com/UK-privacy-policy

d) Instagram, which has its own privacy notice that can be located at https://help.instagram.com/155833707900388

2.3. Contacting us

When you contact us through our website, we will receive an email containing any personal information you have provided. We will direct these details to whoever we believe is best placed to respond to your communication. The personal information you have provided will be used by us in our legitimate interests for the sole purpose of dealing with and responding to your communication.

3 Disclosure of personal information

a) We do not transfer your personal information outside of the EEA.

b) We will not usually disclose your personal information other than as already explained in Section 2 above. However, there may be circumstances where we need to share personal information other than as anticipated in Section 2 above. These include:

c) where we are legally required to disclose the information. This includes sharing the personal information with tax authorities and law enforcement agencies in their legitimate interests, for the purposes of the prevention and detection of crime;

d) where we need to disclose the personal information for the purpose of or in connection with any legal proceedings, or for the purpose of obtaining legal advice, or the disclosure is otherwise necessary for the purposes of establishing, exercising or defending legal rights, where this is in our or a third party's legitimate interests;

e) disclosure is required to protect the our interests, or someone else's interests (for example, to prevent fraud);

f) disclosure is necessary to protect your vital interests (for example if you are unwell at one of our premises, we may need to seek medical assistance);

g) it is to a third party for the purposes of providing administrative or processing services on our behalf. If such disclosure is required we will take steps to ensure that the third party protects the personal information in the same way that we do and notify you of any changes to this privacy notice; and

h) to any prospective purchaser of our business assets or organisation.

4 Keeping personal information secure

We know that you provide your personal information in good faith and expect it to be look after. This is why we take the security of your personal information seriously. This means that we have taken steps internally in order to ensure that our systems adequately protect your personal information. This includes:

(a) ensuring strict access controls on a need to know basis; and

(b) operating onsite security measures.
5  **Your rights**

You have rights in respect of your personal information and this Section explains a bit more about those rights that are applicable to what we do with your personal information and when you can exercise them. If you would like more information about any of your rights, please contact us on the details set out below.

5.1  **Accessing your personal information**

We want you to fully understand and be comfortable with how we use your personal information. You can contact us at any time to ask whether we process any personal information about you. If we do hold or use your personal information in any way, you have the right to access that personal information. All we ask is that:

a)  you make your request to access in writing to the contact details below;

b)  you verify your identity; and

c)  you are fair and reasonable with how often you make this kind of request.

Please allow us up to one month from receipt of your request in order to provide a response.

5.2  **Requesting more information**

We hope that you can understand that it is very difficult to cover all the possible ways in which we collect and use personal information. We have tried to be as clear and as open as we can and will continue to update this privacy notice as our use of personal information develops. However, if you have any questions regarding our use of your personal information, we will be happy to give you peace of mind by answering any questions or providing any additional information that we can. If you do have any specific questions, or need anything explaining, please get in touch on the contact details below.

5.3  **Additional rights**

You also have some additional rights that you may exercise as set out here. We may publish a policy, from time to time, to explain how we will handle such requests and what you can expect from us when you make a request to exercise your rights. If we do publish any such policy, we will provide a link to it here. In each instance we may ask you to make your request in writing to the contact addresses below and provide verification of your identity.

5.3.1  You have the right to request that we rectify any inaccuracy about you that we may hold, in which case we may ask you to verify the corrected information (for example, we may ask for a recent utility bill for proof of change of address).

5.3.2  You have the right to request that we erase your personal information. Please be aware that we can only comply with such a request if:

a)  your personal information is no longer required for the purposes it was collected for (for example, we need your personal information to respond to a communication);

b)  the collection, storage or use of the personal information by us is prevented by law;

c)  your personal information is not required for the purposes of establishing, exercising or defending a legal claim such as in the conduct of legal proceedings.

5.3.3  You have the right to request that we restrict or refrain from processing your personal information:

a)  for the time it takes us to verify the accuracy of your personal information where you have disputed its accuracy;
b) where the collection, storage or use of the personal information by us is unlawful but you decide not to ask for erasure;

c) where, we no longer need your personal information but you need them for the purposes of establishing, exercising or defending a legal claim;

d) for the time it takes to determine whether we have an overriding legitimate ground to continue to process your personal information, where you have exercised your right to object to processing.

5.3.4 You have the right to data portability in respect of information we have collected from you based on consent or for the reason of entering into a contract. If you exercise this right, we will transfer a copy of the information that you have provided to us at your request.

5.3.5 You have the right to object to our use of your personal information:

   a) where we are using that information based on our legitimate interests, and where we do not have compelling overriding grounds to continue to use your personal information; or

   b) at any time, where we use your personal information to send you the newsletter or any other type of direct marketing, in which case it will no longer be used for that purpose, but may use it for another lawful purpose.

6 Complaints

You are important to us, and so is protecting your personal information. We have high standards when it comes to collecting and using personal information. For this reason, we take any complaints we receive from you about our use of your personal information very seriously and request that you bring any issues to our attention.

Where you are communicating with us for the purpose of making a complaint, we will only use your personal information to handle, investigate and respond to the complaint and to check on the level of service we provide.

If you are unhappy, you can also contact the Information Commissioner's office to make a complaint directly.

7 Updating this privacy notice

We keep our privacy notice under regular review in order to ensure that it properly reflects our use of personal information. This privacy notice was last updated on 20 September 2018.

8 How to contact us

You can contact us by:

   (a) Post: Punch, Jubilee House, Second Avenue, Burton on Trent, Staffordshire, DE14 2WF

   (b) Email: data.protection@punchtaverns.com

   (c) Telephone: 01283 501600
Website Terms of Use

Please read these Terms of Use carefully before you use this Website. They are legally binding and contain important information relating to use of this Website and apply to everyone who uses this Website.

You may only use this Website if you are at least 18 years old.

The registered offices of Punch Taverns are at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF.

1. Your acceptance of these Terms of Use

   By accessing and/or using this Website you agree to accept and comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, please do not access or use this Website.

2. Changes to these Terms of Use

   We may revise these Terms of Use at any time by amending this page on the Website and will indicate at the top of the page when these Terms of Use were last revised.

3. Accessing our Website

   You may only use this Website in a personal capacity and not in the course of your trade or business. You may only use this Website if you are at least 18 years old.

   We permit access to this Website on a temporary basis, and we reserve the right to withdraw or amend access to this Website without notice. As we do not charge you for accessing this Website we will not be liable to you if for any reason this Website is unavailable at any time or for any period.

4. Restrictions on use

   You agree to use the Website strictly in accordance with the Terms of Use and all applicable laws and regulations and in a manner that is not likely to and does not cause any harm or damage to us, any Punch Taverns Group companies, or any of our contributors, suppliers, contractors or other customers or any other visitors of the Website.

5. Termination of access

   We reserve the right at any time to terminate or restrict or suspend access to this Website (without giving you any prior notice).

6. Information and content you provide

   Whenever you provide us with information via the Website or otherwise the information must be complete, accurate, up-to-date and not misleading. In addition you confirm that you give us and/or any Punch Taverns Group companies, permission to use the information provided as set out in our Privacy Policy. We may rely on this information so it is important you comply with this requirement.
By submitting content to this Website by email, postings on this Website or otherwise, you grant Us and Punch Taverns Group companies a nonexclusive, royalty-free, perpetual, transferable, irrevocable right to (a) use, copy, modify, distribute, publish, and make available all or part of such material anywhere in the world; and (b) use your name in connection with such material.

We do not monitor or control any messages or content posted by users to this Website and will not be in any way responsible or liable for such content. We reserve the right in our sole discretion to remove any user posted content without notice.

If you post comments or materials to this Website you agree not to post any material that:

- is untrue, unlawful, misleading, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy, inciting, abusive, fraudulent or otherwise objectionable;
- promotes racism, bigotry, hatred or incites physical harm of any kind against any group or individual;
- violates any industry or regulatory rules or guidelines; provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- may infringe any third party intellectual property right;
- pretends to originate from someone else;
- contains private, personal or confidential information about an individual or business;
- in our judgment is objectionable or which may expose us or Punch Taverns Group companies to liability, damage or a claim;

We take no responsibility for any materials posted, by any third party. Neither we nor Punch Taverns Group companies are liable for any mistakes, defamation, infringement or illegal content included in such user posted materials and you review and access such content at your own risk.

7. Your liability to us

If you breach any of these Terms of Use then you must reimburse us for all costs, claims, expenses and other liabilities we incur as a result of your breach of these Terms of Use, and that a reasonable person could reasonably foresee would be the direct result of the relevant breach. This is in addition to any other specific remedies we have in these Terms of Use or under the law generally (such as our right to prevent you accessing this Website).

8. Our liability to you

8.1. Website content. We do not warrant the accuracy or completeness of the material on the Website. We may make changes to the functionality of the Website, the material on the Website and/or any of the goods and services (including their prices) described in it, any time without notice. Any of the content on this Website may be out of date at any given time, and we are under no obligation to update such content.

8.2. Third party websites. Mention of third party products, services, companies and websites on this Website is for information purposes only and constitutes neither an endorsement nor a recommendation.
8.3. Third party rights. We provide no assurance that the use by you of information available on this Website will not infringe third party rights (including intellectual property rights) and we will have no liability in this regard.

8.4. Exclusions. The material on the Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal disclaimer, might have effect in relation to the Website.

8.5. Liability limit. Our maximum liability to you for our breach of these Terms of Use or for our negligence or the negligence of our employees or agents or for any recoverable costs, expenses, claims or other liabilities arising out of your use of this Website will not exceed £100. We consider and you acknowledge the limitations and exclusions of our liability set out in these Terms of Use are fair and reasonable and have been calculated by reference to the facts you do not pay to access this Website.

8.6. We do not limit or exclude our liability for death or personal injury arising from our negligence nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

9. Links to and from our Website

9.1. We have included links to other websites. Whilst we will from time to time review the websites to which we have linked, we do not endorse the contents of those linked websites. We disclaim all liability arising from the information or materials contained on any linked websites.

9.2. You may not link to this Website, nor frame it, nor extract information or data from it other than for your personal use without our express permission. If you would like to link or frame to the Website please contact us. We may withdraw linking/framing permission at any time without notice.

10. Viruses, hacking and other offence

10.1. You must not misuse this Website by knowingly introducing material which is malicious or technologically harmful or that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or interfere with or disrupt the Website. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website.

10.2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any offence to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them.

10.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment,
computer programs, data or other proprietary material due to your use of this Website or to
your downloading of any material posted on it, or on any website linked to it.

11. Trade marks, copyright and other use of this Website

11.1. Our rights. Except for other content that we post on this Website and credit as being owned by a
third party, all the content on this Website and all intellectual property rights (including
copyright, trademarks and database rights) arising in that content and this Website generally are
owned by us or our licensors and must not be reproduced, distributed or made available without
prior permission of the owner of those rights;

11.2. all business names and other marks used on this Website are owned by us or our licensors
    (including third party providers of goods and services available via the Website) and may not be
    used without their prior written permission.

11.3. You may not use any meta tags or any other hidden text using our names or trade marks without
our prior written permission.

11.4. Your rights. Unless specifically stated that particular materials can be used more widely, you are
only permitted to copy the materials contained on the Website for personal non commercial
use. The grant of this limited licence is conditional upon your agreement to and compliance with
these Terms of Use. Any other use of any of the materials on this Website including,
modification, distribution, or making available, without our prior written permission is strictly
prohibited.

11.5. Breach of our rights. If you copy or download or publish or make available any content from this
Website in breach of these Terms of Use, your right to use this Website and content on this
Website will cease immediately and you must, at our option, return, delete, take down or
destroy any copies of the content from this Website.

12. Miscellaneous

12.1. Transfer of rights. We may assign or transfer our rights and obligations under the contract
between you and us to another person or organisation. You may only transfer your rights or
obligations under these Terms of Use to another person if we agree in writing.

12.2 Governing law and jurisdiction. These Terms of Use are governed by English law. This means
these Terms of Use and any dispute or claim arising out of or in connection with them will be
governed by English law. You and we both agree that the courts of England and Wales will have
exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring
proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring
proceedings in Scotland