

TERMS OF WEBSITE USE

www.scranandscallie.com is a site operated by The Scran & Scallie Limited ("We"). We are registered in Scotland under registered number SC437785 and have our registered office at MacDonald House, Ground Floor, 108 Commercial Street, Leith, Edinburgh, EH6 6NF. Our main trading address is 1 Comely Bank Road, Stockbridge, Edinburgh, EH4 1DR. Our VAT number is 155708105.

All use of our website, www.scranandscallie.com ("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@scranandscallie.com.

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 goods from our site, our Online Supply of Goods Terms will apply to all such sales;
- If you purchase vouchers from our site, our Voucher Terms and Conditions will apply to all such sales;
- If you make a reservation through our site, our Reservation Policy will apply to your reservation;

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 The Scran & Scallie 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 Rights

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@scranandscallie.com 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.

Transactions concluded through our site

Contracts for the supply of goods or services formed through our site are governed by our Online Supply of Goods Terms.

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 and 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@scranandscallie.com.

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.

THE SCRAN & SCALLIE – PRIVACY POLICY

Background

This policy applies to you, as the user of the www.scranandscallie.com (the "website"), and to The Scran & Scallie Limited ("the Scran & Scallie"), the owner and provider of this website. Together with our terms of website use and any other document referred to in them, this privacy policy sets out the basis on which any and all personal data we collect from you, or that you provide to us, will be processed by us.

The Scran & Scallie is committed to protecting and respecting your privacy in accordance with the Data Protection Act 1998 ("DPA"). For the purpose of the DPA, the data controller is The Scran & Scallie Limited of MacDonald House, Ground Floor, 108 Commercial Street, Leith, Edinburgh, EH6 6NF. Any reference to the DPA includes reference to all applicable laws and regulations relating to the processing of personal data and privacy from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction. For the avoidance of doubt this also includes, from implementation, the General Data Protection Regulations.

Please read this document carefully to fully understand the views, practices and procedures of the Scran & Scallie with regards to your personal data and how it will be treated. By visiting www.scranandscallie.com or using our services you are accepting and consenting to the practices described in this policy.

All enquiries concerning the use, processing or storage of personal data can be sent to info@scranandscallie.com.

Data we may collect from you

The Scran & Scallie may collect and process personal data that you provide by completing forms accessed via www.scranandscallie.com or by corresponding with us by phone, email or otherwise. This includes personal data provided at the time of purchasing goods from our website, making a reservation and when you report a problem with our site. This data may include, but is not limited to, your:

- Name
- Contact Information
- Address
- Email
- Telephone Numbers
- Date of Birth
- Gender
- IP Address
- Web Browser Type
- Operating System
- Financial Information relating to banking and payment information
- Your activity on www.scranandscallie.com
- Cookie information

Technical Data

We may collect technical information about each visit to our site, including clockstream to, through and from our site (including date and time). Products you viewed or searched for, length of visit to certain pages, page interaction information (such as scrolling, clicks and mouse-overs).

Information we receive from other sources

This is information we receive about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information

System Attributes

Some data is automatically collected when your browser connects to a website and distinguish you from other users of our site. This includes your IP address, your computer's operating system and the type of web browser you used to access www.scranandscallie.com. The Scran & Scallie collects this data to identify patterns relating to the use of www.scranandscallie.com and not data relating to any individual.

Technical Data – Cookies

The Scran & Scallie website may use cookies to set session information. You may refuse to accept cookies by activating a setting within your web browser. Disabling Cookies may affect various services offered by www.scranandscallie.com. More information regarding how we use cookies can be found in our Cookies Policy.

Where we store your Personal Data

All information you provide to us is stored on secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Uses made of your Personal Data

We use information about you in the following ways:

- to ensure that content from our site is presented in the most effective manner for you and for your computer;
- to provide you with information, products or services that you request from us or which we feel may interest you;
- to allow you to participate in interactive features of our service where you choose to do so;
- to inform you of any changes that we may make to our site; and/or
- to collate information about our users in order to identify their potential preferences.

How Long we will keep your data for

We will store your data for a period of 5 years from the date you cease to using the services on info@scranandscallie.com.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Third Parties

We may disclose your personal data to third parties:

- where we are obliged or permitted by law;
- in order to enforce or apply our terms and other agreements with you;
- to protect the rights, property, or safety of our customers or others (including exchanging information with other companies or organisations for the purposes of fraud prevention and credit risk reduction);
- where our business is being (or is likely to be) purchased by a third party.

Your Rights

The DPA gives you various rights. You have the right to request us not to use your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent this by contacting us at info@scranandscallie.com.

Our site may contain links to other websites. If you follow a link to their sites, please note that these sites have their own privacy policy and that we do not accept any responsibility or liability for these policies. We encourage you to check the privacy policy of these other sites when visiting.

You have the right to access information held about you. Your right to access can be exercised in accordance with the DPA. In exercising this right a small administrative fee may apply. If you would like to make a request to access this information please contact info@scranandscallie.com for more details.

You can withdraw your consent to us processing your data for use with www.scranandscallie.com at any time by contacting us at info@scranandscallie.com. Please note that if you do this, for practical reasons, you will no longer be able to use www.scranandscallie.com.

You have the right to lodge a complaint with the Information Commissioners Office (ICO) if you think that we have infringed your rights. You can find more information about reporting a matter to the ICO at the following link: <https://ico.org.uk/>.

In certain circumstances you have the right to ask us to provide you with your information in a structured, commonly used and machine-readable format to allow you (or us on your behalf) to transmit this information to another party. More information can be found at <https://ico.org.uk>.

In certain circumstances you have the right to object to us processing your data which involves using your data for automatic decision (including profiling) purposes. More information can be found at <https://ico.org.uk>.

Amendments to the Privacy Policy

Any changes made to our privacy policy will be posted on this page, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy.

COOKIES POLICY

What are cookies?

For most websites to work properly, they need to collect certain basic information on users. To do this, a site will create files known as cookies – which are small text and/or numerical files – on its users' computers and/or browsers.

Cookies do a lot of different jobs which make your experience of the Internet much smoother and more interactive. For instance, they are used to remember your preferences on sites you visit often, to remember your user ID and the contents of your shopping baskets, and to help you navigate between pages more efficiently. They also help ensure that the advertisements that you see online are more relevant to you and your interests. Much, though not all, of the data that they collect is anonymous, though some of it is designed to detect browsing patterns and approximate geographical location to improve user experience.

What types of cookie are there?

Broadly speaking, there are four types of cookie: strictly necessary cookies, performance cookies, functionality cookies and targeting or advertising cookies.

- Strictly necessary cookies are essential to navigate around a website and use its features. Without them, you wouldn't be able to use basic services like shopping baskets and e-billing.
- Performance cookies collect anonymous data on how visitors use a website; they can't track users, and are only used to improve how a website works.
- Functionality cookies allow users to customise how a website looks for them: they can remember usernames, language preferences and regions, and can be used to provide more personal services.
- Advertising and targeting cookies are used to deliver advertisements more relevant to you, but can also limit the number of times you see an advertisement, and be used to chart the effectiveness of an ad campaign by tracking users' clicks. They can also provide security in transactions. They are usually placed by third-party advertising networks with a website operator's permission, but can be placed by the operator themselves. They can remember that you have visited a website, and this information can be shared with other organisations, including other advertisers.

Additionally, these cookies break down into two further sub-types.

Persistent cookies remain on a user's device for a set period of time specified in the cookie. They are activated each time that the user visits the website that created that particular cookie.

Session cookies are temporary. They allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Once you close the browser, all session cookies are deleted.

How do we use cookies?

We collect a number of cookies from users for various reasons, not least to track our own performance - this allows us to calculate how many visitors we have - anonymously, of course - and how long they stay on our site.

We do our utmost to respect users' privacy. We use these cookies to monitor and improve our service. We believe that your experience of the site would be adversely affected if you opted out of the cookies we use.

How do I turn cookies off?

Most browsers accept cookies automatically, but you can alter the settings of your browser to erase cookies or prevent automatic acceptance if you prefer. Generally you have the option to accept all cookies, to be notified when a cookie is issued or reject all cookies. Visit the 'options' or 'preferences' menu on your browser to change settings.

User agreement

By continuing to use our site, you agree to the placement of cookies on your device. If you choose not to receive our cookies, we cannot guarantee that your experience will be as fulfilling as it would otherwise be.

VOUCHER TERMS AND CONDITIONS

1. Vouchers can be used as full or part payment on goods, services and merchandise at The Scran & Scallie. Purchases made with vouchers are not refundable in cash.
2. Vouchers are not transferable, refundable in cash or replaceable if lost, destroyed or stolen.
3. Vouchers must be presented upon arrival at the reception of The Scran & Scallie and must be mentioned at the time of booking. All bookings should be made in accordance with The Scran & Scallie reservation policy. If a voucher is received as an e-voucher by email, customers may present the voucher on their smart phone or other device upon arrival at The Scran & Scallie.
4. The value paid for a voucher will be credited against the table at the beginning of the meal. This value can be utilised at the guests' discretion across the full Food & Beverage range including purchase of books and merchandise.
5. All vouchers can be redeemed in any Kitchin Group restaurant.
6. All vouchers are valid for 1 year from the date of purchase. Please ensure to register your voucher online as soon as possible after purchase to protect its validity.
7. Reservations are subject to availability. Purchase of a voucher does not guarantee availability at The Scran & Scallie. All reservations should be made in accordance with The Scran & Scallie Reservation Policy. 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, collected from the restaurant or sent via email.
10. All vouchers are valid for 12 months from the date of sale unless an alternative expiry date is listed on the voucher. Vouchers not used within this time will be forfeited with no entitlement to refund or exchange.
11. All reservations at The Scran & Scallie using vouchers must be booked in advance, and will be subject to The Scran & Scallie reservation policy.
12. 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.
13. The Scran & Scallie reserves the right to make amendments to these terms and conditions without prior notice.
14. 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.
15. Cancellation of any voucher does not affect your statutory rights.

RESERVATION POLICY

You can book a table by either calling the restaurant on 0131 332 6281 or by contacting the restaurant by email at info@scranandscallie.com. The Scran & Scallie opening hours are as follows:

Weekdays:

Lunch: 12 – 3pm
 Bar Scran: 3 – 5pm
 Dinner: 5 – 10pm (last order)

Saturday and Sunday:

Breakfast: 8.30 – 11am (last order)
 Lunch: 12 – 5pm
 Dinner: 5 – 10pm (last order)

Please contact us should you be delayed. Should you not arrive within 30 minutes of your booking time, the table may be released without further notice.

The restaurant does not accept bookings for drinks at the bar. Seating in the bar area will be allocated on a walk-in basis.

Please make the restaurant aware of any vouchers you may wish to use at the time of booking.

By making a reservation at The Scran & Scallie, you agree to confirm your reservation 24 hours or more prior to arriving. You will be sent an email requesting confirmation of your reservation, and should follow the link provided in the email. If your reservation remains unconfirmed on the day of the reservation then The Scran & Scallie reserves the right to cancel your reservation without further notice.

We require a minimum of 24 hours notice to amend, or cancel a reservation. You can amend your booking by contacting us on 0131 332 6281 or by email at info@scranandscallie.com. Tables are allocated on the day by the restaurant team and although we will do everything we can to allocate a table in your preferred area of the dining room, we cannot always guarantee this.

For bookings of 6 and more guests, credit/debit card details are required to secure the reservation. The Scran & Scallie reserves the right to charge any guest cancelling within 24 hours, or any guest who fails to show for their reservation, £15 per person in respect of a breakfast reservation, £30 in respect of a lunch reservation and £40 per person in respect of a dinner reservation. Charges will be taken from the credit card provided at the time of booking without further notice.

The service charge at The Scran & Scallie is always at the discretion of our guests. However, for group bookings of 6 or more please note that a charge of 10% is added to the final bill.

In the unlikely event that a reservation is cancelled by The Scran & Scallie, the restaurant will make every endeavour to rebook the reservation at a mutually convenient date and time. The Scran & Scallie cannot be held liable for any travel or accommodation costs in relation to a cancellation.