

# TERMS & CONDITIONS

## ENGLAND'S GRACE LTD TRADING AS CULINARY GRACE WEBSITE TERMS & CONDITIONS

Updated as of 27<sup>th</sup> February 2023

### 1. Website Terms of Use

1.1 The terms and conditions (the "Terms") set out below will govern your use of this website (the "Site"). The Site is owned and operated by England's Grace LTD trading as Culinary Grace, registered in England and Wales (company number: 13217384), at registered address Serendipity House, 106 Arlington Road, London. NW1 7HP ("Culinary Grace", "Us", "We" or "Our"). Our VAT number is GB427398073. The Site and the Information (as described below) are designed to be compliant with applicable UK laws, rules and regulations. Culinary Grace London specifically reserves all rights to limit provision of Our products and services to select persons, countries or geographic regions.

1.2 Please read these Terms carefully. By continuing to access and use the Site you are deemed to have understood and agreed to them. If you do not agree to them you must refrain from using this Site and any services available through it.

### 2. Disclaimer

2.1 This Site contains information, text, data, graphics, photographs, illustrations, artwork, names, logos, trade marks and information about Culinary Grace and its partners and on the products and services it and they provide (the "Information").

2.2 The Site, Information and Content (as described below) is provided "as is" and on an "as available" basis only and Culinary Grace does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Site or any of the Content or Information. Culinary Grace has tried to ensure that all the Information provided on the Site is correct at the time of publication. However no responsibility is accepted by or on behalf of Culinary Grace for any errors, omissions, or inaccurate Information or Content on the Site. Further, Culinary Grace does not warrant that the Site will be uninterrupted or error free or that any defects will be corrected.

2.3 Culinary Grace accepts no liability for the results of any action taken on the basis of the Information or Content and all implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law. We do not attempt to exclude any rights you may otherwise have as a consumer that We cannot exclude as a matter of law.

2.4 When you purchase a Product or Ticket (as described below), Culinary Grace liability in contract, tort or otherwise arising out of or in connection with the performance or observance of its obligations to supply any Product or Ticket under these Terms shall be limited to the amount of the price paid by you to Us in respect of the Product or Ticket in question.

2.5 Without prejudice to clause 2.4, save in respect of death or personal injury resulting from our negligence or fraud, neither Culinary Grace nor any of its directors, employees or other representatives will be liable for any loss you suffer including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise, arising out of or in connection with the use of this Site.

2.6 You accept that after you leave this Site (whether knowingly or not) Culinary Grace can no longer be responsible in any way for any material that you encounter and We exclude to the fullest extent permitted by law all liability that may arise with respect to or as a result of such material causing any damage, costs, injury or financial loss of any kind.

2.7 You indemnify and hold Culinary Grace and any of its officers, employees or agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Site, any provision or use of your Content and/or any breach of these Terms.

### 3. Computer Viruses, Worms and Trojan Horses

3.1 Whilst we use reasonable endeavours to protect this Site (including g Information and downloads) from computer viruses, worms, Trojan Horses and other such destructive features (the "Destructive

Features”), we do not warrant that the Site is free from such Destructive Features and accept no liability for any damage that may result from the transmission of any Destructive Feature via this Site or via any files which are available for you to download from the Site. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

3.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site or any service made available through it and that it is compatible with the Site. We make no warranty that the Information is compatible with all computer systems and browsers.

#### 4. Intellectual Property Rights and Reproduction

4.1 Except as is otherwise indicated on the Site, Culinary Grace and/or its licensors own the copyright in all the Information featured on this Site and all related intellectual property rights, including but not limited to all database rights, unregistered and registered trade marks, service marks and logos. You should not infer any affiliation, sponsorship or endorsement from the use of third party marks on the Site, as such marks are used solely to designate certain products or services as belonging to their owners. Nothing in this Site is intended to grant, by implication or otherwise, any licence or right under any patent, trademark or other intellectual property owned by Culinary Grace or any licensor or third party.

4.2 You are permitted to download, print, store temporarily, retrieve and display Information from the Site on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to the network) for your personal use or for internal use within your organisation.

4.3 You are not permitted (except where we have given you express permission to do so or you are otherwise permitted to do so by law) to adapt, modify, copy, reproduce, distribute, republish, disassemble, decompile, reverse engineer, create derivative works from, download, post, broadcast, transmit or re-transmit in any other way any of the Information on the Site.

#### 5. Your Further Use of This Site

You further agree not to use any Information on the Site except to the extent necessary to enable you to use the Site and the services provided through it. You shall not use the Site for any immoral or illegal purpose. In particular you agree that you will not:

- upload any files that contain any Destructive Features; or
- in any way damage, disable or impair the operation of the Site, or attempt to gain unauthorised access to the Site or to network connected to it, by hacking, spoofing or other such similar means.

#### 8. Data Protection and the Allegra Strategies Ltd Privacy Policy

We may require basic information which identifies you as an individual, such as your name and email address, in order to enable you to take advantage of our services. We will only use such personal information for the purposes of providing information or services which you have requested or for other related purposes as set out in our Privacy Policy. The Privacy Policy forms part of these Terms.

#### 9. Complaints or Queries

In the event that you have any complaints or queries concerning our services, Products, Tickets, or about this Site generally, please contact us by email at [webmaster@allegra.co.uk](mailto:webmaster@allegra.co.uk) or by post at Culinary Grace, Serendipity House, 106 Arlington Road, London, NW1 7HP.

#### 10. Changes to the Terms

Culinary Grace reserves the right, at its discretion, to make changes to any part of this Site, the Information or these Terms. Should these Terms be amended, we will publish details of the amendments on the Site. It is your responsibility to refer to and comply with these Terms on accessing this Site. Failure to comply may lead to action being taken against you. By continuing to use the Site after we have published the notification you agree to be bound by these Terms as amended.

#### 11. Severability

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

#### 12. Events beyond our control

Culinary Grace will not be responsible for any breach of these Terms (including in relation to supplying any Product or Subscription) caused by circumstances beyond its reasonable control, including without limitation acts of god, war, terrorism or technical difficulties.

13. File Download

Certain files of Information may be available for download from the Site. These files of Information are subject to these Terms.

14. Entire Agreement

Except for in the case of fraud, these Terms constitute the entire agreement between you and Culinary Grace in relation to the subject matter.

14. Governing law

These Terms are subject to English law and to the exclusive jurisdiction of the English courts.