

WEB PRIVACY NOTICE

WHO WE ARE

We are Comptoir Group plc (referred to in this document as We, Us and Our)

Our office address is;
Comptoir Group
6th Floor
Winchester House
259 - 269 Old Marylebone Road
London. NW1 5RA

We are registered with the ICO under Registration number ZA077922

INTRODUCTION

This privacy notice sets out how Comptoir Group plc use the personal information collected through this website and when you visit one of our restaurants.

Throughout this document, where we refer to Data Protection Legislation, we mean the Data Protection Act 2018 (DPA2018), United Kingdom General Data Protection Regulation (UK GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implemented in connection with the aforementioned legislation. When you are based in the EU, it also includes the EU General Data Protection Regulation (EU GDPR). This includes any replacement legislation coming into effect from time to time.

We are committed to meeting the requirements of the Data Protection Legislation and we have developed this privacy notice to ensure that you are aware of;

- the personal data we collect about you,
- what we do with your information,
- what we do to keep your information secure, and
- the rights and choices you have over your personal information.

We will only use your information as set out in this Privacy Policy. If we need to use your personal information for any other purpose, we will take steps to tell you and we will update this Privacy Policy.

THE PERSONAL DATA WE COLLECT

We only collect personal information that we genuinely need and in accordance with the Data Protection Legislation.

The type of personal information that we will collect directly from you when you interact with our online services will include your;

- Name
- Telephone Number
- Email Address

We will also collect additional information that will help us to deal with your query; for example details you decide to share relating to your visit.

We will also collect information about your home address via our delivery partners, please note that Deliveroo, JustEat and Uber Eats are independent controllers so please review their privacy information prior to ordering for delivery.

Payment details will be collected but we do not retain any of your card information, we use our trusted payment service provider to process transactions.

Within our restaurants, we operate video surveillance and therefore when you visit one of our sites, we will capture images of you.

We collect limited technical information about your visit to our site, this helps us to better understand how our customers move around, and interact with, this website.

LAWFUL BASIS FOR PROCESSING YOUR PERSONAL DATA

We will only ever process your personal data if we have a lawful basis to do so. The lawful bases we rely on are;

- Contract – This is where we process your information to fulfil a contractual arrangement we have made with you.
- Consent – This is where we have asked you to provide permission to process your data for a particular purpose. Please note, if we are relying on your Consent you can withdraw your consent at any time by contacting us or using the opt out link in any emails that we send to you.
- Legitimate Interests - This is where we rely on our interests as a reason for processing, generally this is to provide you with the best products and service in the most secure and appropriate way and to manage our Dealer Network.

YOUR RIGHTS

You have a number of Rights under the Data Protection Legislation. If you would like to exercise any of these rights you can contact us using the contact details in the “Contact Us” Section.

You rights under the Legislation are –

The right to be informed about our collection and use of personal data

You have the right to be informed about the collection and use of your personal data. This Privacy notice gives you this information.

Right to access your personal information

You have the right to access the personal information that we hold about. This is sometimes termed ‘Subject Access Request’. If we agree that we are obliged to provide personal information to you (or someone else on your behalf), we will provide it to you or them free of charge and aim to do so within 1 month from the point that we are able to confirm your identity. We will ask for proof of identity and sufficient information about your interactions with us that we can locate your personal information.

Right to correction your personal information

If any of the personal information we hold about you is inaccurate, incomplete or out of date, you can ask us to correct it.

Right to restrict processing

You have the right to ask us to restrict the processing of your personal data. For example, this may be because you have issues with the accuracy of the data we hold or the way we have processed your data. The right is not absolute and only applies in certain circumstances.

Right to erasure

You have the right to have personal data erased. This is also known as the 'right to be forgotten'. The right is not absolute and only applies in certain circumstances.

Right to portability

The right to portability gives you the right to receive personal data you have provided to us in a structured, commonly used and machine-readable format. It also gives them you the right to request that a controller transmits this data directly to another controller.

Right to object

You have the right to object to our processing of some or all of the personal data that we hold about you. This is an absolute right when we use your data for direct marketing but may not apply in other circumstances where we have a compelling reason to do so, e.g., a legal obligation.

For more information about your privacy rights

The Information Commissioner's Office (ICO) regulates data protection and privacy matters in the UK. They make a lot of information accessible to consumers on their website and they ensure that the registered details of all data controllers such as ourselves are available publicly. You can access them here <https://ico.org.uk/for-the-public>.

You can make a complaint to the ICO at any time about the way we use your information. However, we hope that you would consider raising any issue or complaint you have with us first. Your satisfaction is extremely important to us, and we will always do our very best to solve any problems you may have.

HOW WE USE YOUR PERSONAL DATA

We will use your personal information to;

Answer any questions that you have or to follow up with you on any enquiries

If you contact us through email, social media, phone or through our website we will use your information to answer your questions and to correspond with you.

Fulfil your request

If you book a table or make an order via our website, we will process your personal data to fulfil your request.

Manage our relationship with you

Once you are added as a customer in our systems, we will use your information to

- keep in contact with you about your order,
- notify you of any changes to our terms or this privacy notice.

To ensure the safety of our restaurant, staff and customers

We operate video surveillance for the purposes of safety and preventing crime.

Manage and improve our business and our interactions with you

We will use certain personal and technical information to:-

- analyse and understand our consumer base
- understand the effectiveness of our advertising campaigns
- develop new products and services
- secure our network
- investigate and respond to service or security issues
- to administer our website
- to meet our legal and regulatory obligations

To promote our products and services

If you give us your permission, we will use your information to send you promotional material and Newsletters that we believe will be relevant to you.

You can unsubscribe from these communications at any time using the unsubscribe link in our emails or by contacting us.

HOW LONG WE RETAIN YOUR PERSONAL DATA

We retain a record of your personal information in order to provide you with a high quality and consistent service and to evidence the actions we have taken on your behalf.

In line with the Data Protection Legislation we only keep your personal information for the length of time we need it to

- Deliver our services to you
- Meet our Business needs
- Meet our legal obligations

WHO WE MAY SHARE YOUR PERSONAL DATA WITH

In some circumstances we may need to share your personal data with third parties in order to

- Provide you with the service that you have asked for,
- Meet our legal obligations,
- Run and manage our business,

We may share your personal information with;

- Law Enforcement or other public authorities that require us to release information
- To any organisation where it is necessary for us to establish a legal claim or to defend ourselves against such a claim
- Our Professional advisors including accountants, legal professionals or insurers
- Payment services providers who process payments on our behalf
- Providers of ancillary business support services such as Information Technology, Contacts Centre or Marketing service providers (as processors on our behalf)
- Social media or other online advertising providers (if you are opted in to Marketing)
- Any organisation in the event of the sale, merger, reorganisation, dissolution or disposal of our business. We will inform you of any such transfer or disclosure as required by law.

In all cases we

- only provide the minimum personal information that each party requires to carry out their duties
- only disclose personal information to organisations who we have a contractual relationship with or have an overriding legal requirement to hold the information

INTERNATIONAL TRANSFERS OF PERSONAL DATA

In some instances your personal information may be processed outside the UK and the European Economic Area. For example, some members of our Group are based outside the EEA and we also work with suppliers and partners who may make use of Cloud and /or hosted technologies across multiple geographies and jurisdictions.

If and when this is the case we take steps to ensure there is an appropriate level of security so your personal information is protected in the same way as if it was being used within the UK or the EEA.

Where we need to transfer your data outside the UK or EEA we will use one of the following safeguards:

- The use of standard contractual clauses in contracts for the transfer of personal data to third countries or
- Transfers to a non-EEA country with privacy laws that give the same protection as the EEA.

HOW WE PROTECT YOUR PERSONAL DATA

Data security is of great importance to Us and to protect your data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure any information that we control

At a high level we have put the below measure in place:

- Limiting access to our buildings to those that we have determined are entitled to be there;
- Implementing access controls to our information technology;
- All our employees and agents who have access to or are involved in the processing of personal information are contractually obliged to protect the confidentiality of personal information;

Our websites may include links to external websites operated by other organisations. They may collect personal information from visitors to their site. We cannot guarantee the content or privacy practices of any external websites and does not accept responsibility for those websites.

HOW WE USE COOKIES

When you first visit our site, you will be asked for your permission for us to use some types of cookies.

We have separated our cookies into four categories

Strictly Necessary Cookies

These cookies will always be placed.

Strictly Necessary cookies are necessary for our website to operate as son cannot be switched off. The Cookies include those that ensure our site is secure, operates as you would expect and remembers your privacy preferences.

Performance Cookies

With your permission we use Performance Cookies to measure and improve the performance of our site. These cookies help us analyse data about web page traffic and to tailor it to customer needs. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.

Functional Cookies

With your permission we use functional cookies that enable this website to provide enhanced functionality and personalisation. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these cookies then some or all of these services may not function properly.

Targeting and Advertising Cookies

With your permission we utilise Third Party Marketing and Advertising Cookies – these cookies are placed by third party marketing companies (such as google) or social media companies (Such as Facebook) and are used to understand the pages that you have visited so relevant advertisements can be shown to you on these platforms and on other websites.

These cookies do not directly store your personal information but can uniquely identify your browser and device.

Cookies help us provide you with a better experience, by enabling us to monitor which pages customers find useful and those which they do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

CHANGES TO THIS POLICY

We may change this Privacy Policy from time to time (for example, if the law changes). If the changes are material we will take steps to inform you.

HOW TO CONTACT US

If you would like to

- exercise one of your rights as set out above,
- have a question or a complaint about this policy, or
- have a question or complaint about the way your personal information is processed

You can get in touch using the details on our [Contact Us](#) page.

BOOKING TERMS AND CONDITIONS

LAST UPDATED: 4TH OCTOBER 2023

WHO WE ARE

- Please take your time to carefully read the terms and conditions. It is important for the both of us that you understand our contractual relationship that relates to the services we provide to you on our premises.
- By making a booking on our website, over the phone, by e-mail or in person when visiting our venues, you and everyone in your group agree to these terms and conditions.
- If you are booking on behalf of a client, it is your responsibility to ensure that the client and everyone in their party are informed and follow these terms. Kenza Restaurant & Lounge is not held liable for any miscommunication between 3rd party bookers and those attending an event. Any issues will be referred back to the 3rd party booker to liaise with their client.
- For more information, please email reservations@kenza-restaurant.com

I. Specific Terms relating to the use of Kenza's premises

I.1) Booking terms and conditions (excluding festive season, special events and dates, where specific T&C's will be provided separately):

a) Card details

- We require card details when making the following bookings:
- From 6 and more people when booking dinner from Monday to Sunday (bookings made after 3pm);
- All dinner bookings made on Fridays and Saturdays (after 3pm);
- From reservations of 10 and more people when booking for lunch from Monday to Friday (between 11.30am and 3pm);

b) Feast menus (set menus)

- We require feast menu pre- orders when making the following bookings:
- From 6 and more people when booking from Monday to Sunday (after 3pm);
- From 10 and more people when making a lunch reservation (between 11.30am and 3pm) from Monday to Friday.

c) Deposit

- We require deposit payments when making the following bookings:
- From 30 and more people when making a regular booking in the main restaurant -£25.00 per person deposit is required;
- Bookings made for private and semi- private areas will require a 50% deposit, calculated based on the amount of minimum spend required.
- Bookings made for the bar area (full pre- payment of the minimum spend required).
- Bookings based on a minimum spend (50% of the minimum spend required).

d) Festive period & special events & dates

- The last two weeks of November and the entire month of December, as well as special dates (New Year's Eve, Valentine's Day etc.) & special events will have different set of Terms & Conditions.

e) Final payments

- Bookings for an exclusive and semi-exclusive venue hire, as well as bookings with agreed minimum spends, are required to settle the full balance no later than 7 days prior to the event date (no account facilities are offered). Final balance paid will be either for the amount of full pre-order or minimum spend agreed (whichever is greater).

f) Cancellation Policy

- If you wish to cancel, postpone or reduce your party size please contact us with as much notice as possible. We will confirm your cancellation and, if applicable, the appropriate refund due.
- In the event of your cancellation or postponement of the booking the following cancellation terms will apply:
 - Bookings where card details have been provided should cancel in writing 72 hours or more before the booking date. If you give us less than 72 hours' written notice, no-show for your reservation, or turn up with less than the confirmed number of guests, Kenza Restaurant & Lounge will claim a fee of £25.00 per person.
 - Bookings where a deposit per person has been taken should cancel 30 days or more before the booking date, in writing. If you give us less than 30 days' written notice, Kenza Restaurant & Lounge will retain the full deposit.
 - We do not offer individual refunds where a group deposit has been charged, the full amount paid as a group will be redeemed of the final bill, where applicable.
 - Exclusive and semi-exclusive venue hire bookings are eligible for a full refund if you cancel, in writing, 60 days or more before the booking date. If you give us less than 60 days' written notice, Kenza Restaurant & Lounge will retain the full deposit. If, however, you give us less than 7 days' written notice, you will be required to pay a cancellation charge of 100% of the total contracted value of your booking.
 - Considering individual circumstances, Kenza Restaurant & Lounge will use its discretion to accept cancellations outside the window times listed above.
 - We request that you put your cancellation in writing by emailing reservations@kenza-restaurant.com;
 - Postponement of a booking will be treated as a cancellation and you will still be liable for cancellation charges as set out above. Kenza Restaurant & Lounge reserves the right to use its discretion to waive all or part of the cancellation charges to which we would otherwise be entitled. In the event that Kenza Restaurant & Lounge accepts a postponement of a booking, this will happen once, and the cancellation windows do not reset with a new booking date. Kenza Restaurant & Lounge reserves the right to set a limit on the date a booking can be postponed until.
 - You will also be responsible for reimbursing Kenza Restaurant & Lounge for any special items or entertainment requested by you and paid for by us as of the date of cancellation or postponement (including, but not limited, to any penalty charges with external suppliers, entertainment, outsourced equipment and furniture hire).
 - Kindly note we cannot accept disruption to public transport, local road networks or weather conditions as grounds for cancellation under any circumstances.
 - We shall not be liable for any delay or for the consequences of any delay in performing or failure to perform any of our obligations under any agreement with you if such delay is due to any cause whatsoever beyond our reasonable control (including, but not limited to, war, terrorism, industrial action, lock outs, strikes, accidents, fire, blockades, petrol shortages, severe weather or natural catastrophe).
 - In case of cancellation due to Covid-19, or any other pandemic, Kenza Restaurant & Lounge will follow current Government advice and use its discretion to either cancel or postpone to a future date, where possible.

1.2) Additional Terms for Exclusive and Semi-Exclusive Hire Bookings:

a) Contract & Confirmation

- Bookings for Exclusive and Semi-Exclusive Hire (and other events deemed necessary by Kenza Restaurant & Lounge) require a booking contract signed by both the client and Kenza Restaurant & Lounge.
- Once the contract is signed and returned your booking will be held on first pencil, this means that your booking is provisionally held until your first payment is made. Once paid, your booking will be confirmed and your chosen time, date and space will be secured.
- If we do not receive a signed contract and payment in 7 days, or by the agreed deadline, your booking date and time cannot be guaranteed.

b) Payment Schedule

- We require a minimum of 50% deposit to confirm your event.
- Once a deposit has been paid, the balance payments are then due no later than 7 days prior to the booking date. This is calculated based on the minimum spend agreed, or the amount of full pre- order (including applicable service charge)- whichever is greater.
- Additional charges such as extra guests, bar spends or entertainment must be paid in full, in advance of the booking date.
- Any outstanding amounts for additional purchases made on the night of the booking, must be settled at the end of the event, we are not able to offer account services.

c) Hire Charges & Minimum Spends

- The contracted amount must be paid for in total, including venue hire fee and minimum food & drinks spend, where applicable.
- Hire fees cannot be converted to minimum spends or bar tabs. Where a booking has a minimum spend and it is not met on the date of the event, it cannot be exchanged for food or drinks to take off the premises or used as credit for a future event.
- Additional food and drinks can be ordered on the date of the event, subject to availability, and must be paid on the same date. No credit facilities are available.

d) Final details of the event:

- Food & drinks orders, dietary requirements, event schedule, final numbers and final payment must be provided no later than 7 days prior to the event, unless otherwise agreed by Kenza Restaurant & Lounge.
- Kenza Restaurant & Lounge is unable to guarantee any changes on event details made less 7 days prior to the event.
- Where items of the menu are not available with our suppliers, Kenza Restaurant & Lounge will suggest an alternative of the same or superior quality or a refund of any payments made.

e) Filming & Photoshoot bookings:

- Any furniture that is moved must be done so in an orderly and considerate manner. Kenza Restaurant & Lounge recommends bringing a digital camera to take a picture of the area, where furniture may be moved in order to replace it at its original position.
- Any furniture stacked upon the banquet seating should be done with the feet pointing up to the ceiling (not down – with feet pointing into the seating).
- All Fire exits must remain clear at all times.
- All areas should be left in the condition that they were found with all rubbish being disposed of in the bins provided.
- No one is allowed to go behind the bar or to the kitchen.
- All equipment must be packed away and ready to leave the venue by the finish time stated on your contract.
- Any booking which runs over the stated contract time will be charged per each newly commenced hour at the rate of the lost revenue for that period, including compensation of existing bookings.

- Removal of equipment from the premises, once the venue is open to the public, will be at the discretion of the manager on duty.
- The use of Kenza Restaurant & Lounge brand and logo must be approved by us prior to filming.
- Kenza Restaurant & Lounge reserves the right to object to any subject that is being interviewed or photographed as part of the agreement. Please inform us in advance of the nature of the shoot.
- Venue staff have access to all areas of the building during the booking period, although they will endeavor to cause minimal disruption.
- In the event of the production team requiring to switch power to fridges off, authorization needs to be obtained prior to the date. It is their responsibility to switch them back on in-between shoots to avoid stock not remaining chilled / cooled. This is highly not recommended by Health & Safety regulations to have any fridge switch off more than 2 hours. All food staying in a refrigerator switched off for more than 2 hours would have to be discarded due to potential contamination and replaced at the production team cost.
- The use of haze or smoke will activate the smoke detectors and is advised against. An engineer can be booked to be on call to manually deactivate the equipment on each occasion it switches on, at the production team cost.
- The production company agrees to supply the venue with a copy of the final edited program / photographs, for their portfolio.
- Any prop alcohol or glassware may be used at the discretion of the manager on duty or their on-site representative only. Should any bottles be opened they need to be paid at the menu price and are subject to a 12.5% service charge but may not be consumed on the premises while the venue is closed to the public.

1.3) House Rules

a) Before your arrival/ During Your Visit

- Your booked arrival time is the time from which you are charged. We do try to allow a grace period of 10 minutes if you are running late before charging a no-show fee. The time you have at the table will be affected if you show-up late for a time restricted booking.
- We operate a smart casual dress code, unless otherwise specified for specific events.
- We reserve the right to resell your table if you fail to show up after 15 minutes past the starting time of your booking, and may forfeit the paid deposit/ charge no-show fee without refund. If you think you are going to be late please call the venue to advise, do not e-mail or leave a voicemail as this will not be actioned promptly.
- When making a time restricted booking, you will be expected to leave your table after your booking time slot has ended, however the cocktail lounge remains open and you may be able to make use of this afterwards (age restriction of 18 years and over applies in this area).

b) Age Restrictions Policy/ License

- Guests must be of a minimum age to gain entry to Kenza Restaurant & Lounge's premises. We accept photo IDs in the form of passports, full UK driving license or ID cards. Bookings with guests under the legal age may be denied entry and any payments made are non-refundable.
- We do not permit anyone under the age of 18 into the venue on DJ nights, special events, or in our cocktail lounge.
- If you wish to attend with children, or anyone under the age of 18, please do get in touch with our reservations team before confirming your booking.
- Kenza Restaurant & Lounge reserves the right to deny entry, or serve alcohol, to anyone deemed to be intoxicated. Any payments made towards your booking are non-refundable on this basis.

c) As a company, we exercise our duty of care to keep our staff safe whilst at work. We have a zero tolerance attitude towards any incident in which an employee is abused, harassed, threatened or assaulted, either in person, over the phone or online, and will take legal action if necessary. This includes:

- Use of force that results in physical injury or personal discomfort
- Serious or persistent use of verbal abuse
- Staff who are assaulted or abused outside their place of work
- Threatening behavior that targets staff members on any social media platforms or digital sites
- Staff should always be treated courteously and with respect for the work they are doing. They should not be subject to abusive behavior in any form, which includes:
 - rude, disrespectful and offensive behavior, including derogatory remarks and disruptive acts amounting to verbal and emotional abuse,
 - sexually inappropriate comments and behavior
 - racist and discriminatory abuse
 - threats of physical violence
 - aggressive and violent behavior

d) Please note under no circumstances will customers be permitted to bring their own food, alcohol or soft drinks to Kenza Restaurant & Lounge. If you are found with any food, alcohol or soft drinks on you, security has the right to confiscate these items. If you are gifting alcohol as part of a birthday present we will keep the gift stored for you until your departure. An exception can be made for a birthday cake, with written authorization from the venue management or reservations team. Please note that Kenza Restaurant & Lounge cannot be held responsible for any valuables stored in the venue.

e) Birthday cakes may be brought to the restaurant with prior written consent from Kenza Restaurant & Lounge, this may be subject to a fee. Cakes brought from outside cannot be stored in our fridges, due to cross contamination. We do recommend that you keep the cake with you at all times, as we take no responsibility for damage to cakes stored for you.

f) We do not allow balloons, party poppers, confetti, or any decorations in our venue, unless otherwise agreed in writing at the time of booking.

g) A discretionary service charge of 12.5% will be added to your bill. For exclusive and semi-exclusive hire bookings, service charge is payable prior to the booking date and can be refunded if service is deemed unsatisfactory following the event.

h) As the lead booker, you will be liable for any damage made to Kenza Restaurant & Lounge, and required to pay for the repair or replacement in full on the night, prior to leaving the premises. You may also incur a charge if extra cleaning is required following your booking, either caused by you or anyone in your group. This does not include accidental breakage to glasses or crockery.

i) All guests must act responsibly during their visit. Kenza Restaurant & Lounge reserves the right to refuse entry or service to, or to remove, any guest whose behavior puts at risk the enjoyment and safety of other guests or staff. Any guest causing damage to our premises, equipment or other property will be required to pay for the costs of the damage. If Kenza Restaurant & Lounge is unable to recover such payment from a guest, the customer who made the booking will be held responsible for it.

j) Please note that we do not have wheelchair access at Kenza Restaurant & Lounge. We apologize for any inconvenience caused.

k) Kenza Restaurant & Lounge is not responsible for any personal items that are lost, stolen, damaged or left unattended within our venue. This includes any e-cigarettes or mobile phones left at charging points anywhere within our venue.

l) When arranging own entertainment or photographers, prior written agreement must be obtained & up to date Liability Insurances provided. We will refuse entry to any entertainer or photographer that we have no knowledge of, or those who did not provide up to date Liability Insurance. We do not take responsibility for any payments made to entertainers that have been arranged by guests without our written permission, and have been refused entry.

1.4 Offers and Promotions Terms & Conditions

- Promotion offers are only valid for new bookings and cannot be added to an existing booking. A customer is not entitled to cancel an existing booking to re-book using a promotion or offer.
- Only one promotion can be used at a time, other promotions and offers cannot be clubbed together and used in conjunction.
- All offers are subject to availability and its T&C's.

a) Drinks packages

- Must be booked in advance and cannot be ordered during your booking.
- All guests must have the same package. Limited to one type of package per booking.
- A discretionary service charge of 12.5% will be added to all packages which is due with the full payment.
- The stated drinks included in the drinks packages cannot be substituted for alternative beverages or swapped for money off. If an item is out of stock, the venue will offer an equivalent alternative.
- Cannot be used in conjunction with any other offers.
- Subject to availability.
- Management reserves the right to refuse service in accordance with licensing laws.

l) Voucher Terms

When you purchase or redeem a gift voucher, you agree to the following terms and conditions:

- a) Gift vouchers are redeemable only by the bearer and cannot be redeemed on someone else's behalf.
- b) Kenza Restaurant & Lounge cannot be responsible for lost or stolen gift vouchers.
- c) Gift vouchers are valid for one year from their date of purchase, after which, they will automatically expire.
- d) Gift vouchers must be redeemed once and in one single visit to Kenza Restaurant & Lounge. They cannot be spread out across multiple visits.
- e) Gift vouchers do not carry any monetary value and cannot be exchanged for cash.
- g) Gift Vouchers may only be redeemed in advance by emailing the reservations team at reservations@kenza-restaurant.com or by calling 0207 929 5533 (option 1 for reservations).
- h) Bookings are subject to availability and standard T&C's.

3. General Terms

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website, or in connection with the use, inability to use, or results of the use of our premises or

services, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, these terms or to a visit to our website or use of our application, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

HOW WE USE YOUR DATA

When you book with us, either online, via phone or in person, we use your personal data (name, email address, contact number) for the purposes of fulfilling the booking. The booking and your information associated with the booking is stored on our booking system Collins, which is created by DesignMyNight. Neither we nor DesignMyNight will use your data for any purposes other than to create the booking. We (Kenza Restaurant & Lounge) may contact you regarding any changes and/or important information regarding your booking if necessary, with the purpose of keeping you fully informed.

We will not contact you with marketing emails unless you opt-in and consent to us in doing so. You can do this by ticking the 'I would like to hear more' when you make a booking. You are free to unsubscribe at any time. You can do this by either clicking the 'Unsubscribe' button.

For more information about how we use your data, kindly refer to our privacy policy, which can be found on our website.

4. Terms relating to website use

The following terms apply to your general use of our website:

- a) Access to our website is permitted on an "as is" basis, and we reserve the right to withdraw or amend the service we provide on our website or application without notice. We will not be liable if, for any reason, our website is unavailable at any time or for any period.
- b) We aim to update our website and application regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website or application may be out of date at any given time, and we are under no obligation to update such material.
- c) You must not misuse our website or application by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website or application via a denial-of-service attack or a distributed denial-of service attack.

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

e) Where our website or application contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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