

1. Terms of use

Your access to and use of <https://nowherebath.co.uk/> ("the Website") and NOWHERE, 44-45 Lower Bristol Rd, Bath BA2 3BD is subject to these terms and conditions. You must not use the Website for any purpose which is unlawful and/or not allowed by these terms and conditions. By using the Website, you are deemed to have read and accepted these terms and conditions and the practices referred to in this policy.

2. Ownership of the Website

The Website is owned and operated by Big Bang Burgers Ltd, Trading as NOWHERE 14 Queen Square, Bath, United Kingdom, BA1 2HN. You can contact us using the contact details set out in the Contact Us section of this Website or by writing to Big Bang Burgers Ltd, NOWHERE, 44-45 Lower Bristol Rd, Bath BA2 3BD

3. Our liability

The information on the Website is intended to be useful and informative for customers, investors, potential investors, employees and potential employees of Big Bang Burgers Ltd,. We will use reasonable care to ensure that information is accurate and up to date but cannot guarantee this. We will not be liable for any losses or damage that you may suffer as a result of relying on the information on this Website. The contents of the Website do not constitute an invitation to invest in shares of Big Bang Burgers Ltd,.

We make no warranty that:

- the functionality of the Website will be uninterrupted or error free;
- defects will be corrected; or
- the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive. To the extent permitted by law, we will not be liable for any losses arising out of your use of the Website. This includes direct, indirect or consequential losses including loss of business, loss of profits and any loss of or damage to data.
- Nothing in these terms and conditions shall be construed as seeking to exclude our liability of Big Bang Burgers Ltd, for death or personal injury caused by our negligence.

4. Links to other websites

There may be links to external websites on the Website. The links are placed there for your convenience, but we accept no liability for the content or accuracy of any of those sites. The inclusion of such a link does not indicate that we endorse that site.

5. Intellectual property rights

All copyright and other intellectual property rights in the Website and its content belong exclusively to us or our licensors. By accessing the Website, you agree that you will access the content for your personal non-commercial use only. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without our consent.

6. Data protection

We acknowledge our obligations under the Data Protection Act 1998 and related legislation. We will only use personal data collected via the Website in accordance with that Act and our privacy policy. We will use our reasonable endeavours to ensure that any personal data is kept secure but due to the nature of the internet, we cannot accept any liability for those who intentionally attempt to gain unauthorised access to the Website (to the extent permitted by law).

7. General

Except as expressly provided in these terms and conditions, a person who is not a party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term. This does not affect any right or remedy of the third party which exists or is available apart from that Act. These terms and conditions contain all the terms and conditions relating to your use of the Website.

This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

If any term or provision in these terms and conditions shall be held to be illegal or unenforceable in whole or in part such term or provision shall be deemed not to form part of these terms and conditions. The validity and enforceability of the remainder shall not be affected.

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. You hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Privacy Policy

For the purpose of the Data Protection Act 1998 (the Act), the data controller is Big Bang Burgers Ltd, NOWHERE, 44-45 Lower Bristol Rd, Bath BA2 3BD.

We are Big Bang Burgers Ltd, when we say “we”, “our” or “us” in this policy we are referring to the companies that are part of Big Bang Burgers Ltd, which are:

NOWHERE

We are committed to protecting the privacy and security of your personal information. We take care to protect the privacy of our customers.

This privacy notice aims to give you information on how Revolution Bars Group collects and processes your personal data when you visit our establishments, through your use of this website, including any data you may provide through this website when you sign up to our news announcements and/or fill out a contact form.

This privacy notice is provided in a layered format so you can click through to the specific areas set out below. Please also use the Glossary to understand the meaning of some of the terms used in this privacy notice.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

Throughout this document we refer to Data Protection Legislation means the Data Protection Act 2018, 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. Where data is processed by a controller or processor established in the European Union or comprises the data of people in the European Union, it also includes the EU General Data Protection Regulation (EU GDPR). This includes any replacement legislation coming into effect from time to time.

You can contact any of us either by email or post.

By email:

hello@nowherebath.co.uk

By post:

NOWHERE
Big Bang Burgers Ltd,
NOWHERE,
44-45 Lower Bristol Rd,
Bath,
BA2 3BD

We only collect personal information that we know we will genuinely use and in accordance with the Data Protection Legislation. We collect your personal data when you visit our bars, use our websites and mobile apps, and otherwise interact with us.

The type of personal information that we will collect falls into three categories:

(a) information you provide to us; (b) information we collect through automated methods when you use our services; and (c) information we collect from other sources

Generally, you are under no statutory or contractual requirement or obligation to provide us with your personal information; however we require at least the information above in order for us to deal with you as a prospect or customer in an efficient and effective manner.

We may combine information we receive from other sources with information you give to us and information we collect about you.

We collect information you provide to us

You may provide the following information to us, depending on how you interact with us:

- personal details, such as your name, home and email addresses, phone number, birthday date, dietary preferences and other contact information, when you register with our online services, make a booking, log-in to Wi-Fi, or contact us by phone or through our online services;
- demographic information such as age or gender;
- transaction information, including information about your purchases such as prices, method of payment and payment details (payment details not retained)
- account information you provide when using our apps, such as your username or password used to access our online services or to buy or use our products and services;
- other personal information you choose to provide us when you interact with us (including through social media or via website forms).

We collect information through automated methods

We may use automated technology to collect information from your computer system or mobile device when you visit our restaurants, use our online services, or in-restaurant technology. Automated technology may include cookies, local shared objects, and web beacons.

We may collect information about your:

- internet protocol (IP) address;
- computer or mobile-device operating system and browser type and version;
- type of mobile device and its settings and other technology on the device you use to access this website;
- unique device identifier (UDID) or mobile equipment identifier (MEID) of your mobile device;
- login data
- device and component serial numbers;
- advertising identifiers
- referring webpage (a page that has led you to ours) or application;
- online activity on other websites, applications or social media;
- activity related to how you use our online services, such as the pages you visit on our websites or in our mobile apps.
- Images obtained via CCTV, IDScan or other surveillance technologies.

Our online services such as our apps and onsite Wifi may collect information about the exact location of your device using geolocation and technology such as GPS, Wi-Fi, Bluetooth, or cell tower proximity. Most devices and computer systems, you can disable the collection of this information by using the device or web-browser settings.

We collect information from other sources

- Unifi Cloud – Guest Wi-Fi service provider
- Feedback – Guest Experience Management & Feedback
- Social media platforms i.e. Facebook, Twitter, Tik Tok & Instagram
- Ordering platforms – Deliveroo, UberEats & Preoday
- Websites & Hosting: <https://nowherebath.co.uk/> –

Licensed premises have a responsibility to uphold four objectives from the Licensing Act 2003:

- Public Safety
- Prevention of Public Nuisance
- Prevention of Crime and Disorder
- Protection of Children from Harm

In order to uphold these objectives, in particular; the prevention of crime and disorder and the protection of children from harm.

Big Bang Burgers Ltd are registered with the Information Commissioner's office for use of this system, and we take data protection and privacy considerations seriously.

The management reserves the right to refuse entry if ID is not volunteered and we take part in challenge 25.

CCTV

In the interests of Public Safety, and the prevention of Crime and Disorder Big Bang Burgers Ltd uses CCTV in all of its venues. We may, in some of our premises, use body cameras for the same purpose and the use of one or both may be a condition on the premises licence. Where we use CCTV, this will be clearly signposted at the entrance to the premises.

Video footage will be retained for a minimum of 31 days and will only be accessed by the following personnel;

- Site management
- The Risk and Compliance Team
- Local law enforcement officers

Video copies of specific incidents may be retained and made available to local law enforcement officers and/or legal representatives where the footage is part of an accident investigation, official investigation or legal case.

Enquiries regarding CCTV footage should be sent to: hello@nowherebath.co.uk

How we keep you updated on our products and services

We will send you relevant offers and news about our products and services in a number of ways including by email, SMS, or phone but only if you have previously consented to receive these marketing communications.

You may unsubscribe or opt-out at any time by using the 'unsubscribe link' included in all emails or by contacting us via email hello@nowherebath.co.uk