

FARNCOMBE ESTATE – TERMS AND CONDITIONS FOR CONSUMER CUSTOMERS

PART A

INTRODUCTION

Welcome to the Farncombe Estate. Award-winning hospitality in the heart of the Cotswolds and home to Dormy House, Foxhill Manor, The Fish Hotel and Hillside Hangouts. Farncombe Estate is 500-acres of possibility for leisure, gathering, corporate retreats and events.

These Terms and Conditions apply to our Consumer customers only. If you are a Business customer separate Terms and Conditions apply.

To make navigating our Terms and Conditions as easy as possible we have split them into different sections relating to each of our services:

- Part A: Introduction
- Part B: Glossary of definitions
- Part C: General Terms and Conditions applicable to all Services
- Part D: Accommodation Terms
- Part E: Events and Venue Hire
- Part F: Adventures
- Part G: Gift Vouchers
- Part H: Fox Club Membership

The General Terms and Conditions (see Part C), apply to all of our services and will therefore be relevant to every customer. The General Terms and Conditions are supplemented by the Terms and Conditions set out in Part D to Part H if you are receiving the particular service from us that they relate to. If you are unsure what terms apply please get in touch or ask a member of our team.

These Terms and Conditions set out your legal rights and responsibilities, our legal rights and responsibilities and certain key information which we are required by law to provide to Consumers.

An explanation of the defined terms used in these Terms and Conditions is set out in Part B, Glossary of definitions.

If there is a conflict between any of the General Terms and Conditions set out in Part C and any of the additional terms and conditions set out in Part D to Part H then the relevant term in Part D to Part H will take precedence and will apply.

If you have any questions regarding these Terms and Conditions you may contact us using the following methods:

- Telephone: 01386 852711
- Email: [reservations@dormyhouse.co.uk, reservations@thefishhotel.co.uk or reservations@foxhillmanor.co.uk]
- Post: Farncombe Estate, Broadway, Worcestershire, WR12 7LJ

PART B

GLOSSARY OF DEFINITIONS

In the Conditions, the following expressions have the following meanings:

Accommodation	means Dormy House Hotel, Foxhill Manor, The Fish Hotel, or Hillside Hangouts at the Estate, along with their premises and other type(s) of accommodation (including but not limited to treehouses and huts) of which they are comprised.
Additional Charges	means any additional sums payable by you to us as set out in the Conditions.
Applicable Laws	means all relevant laws, regulations and statutes relating to the Services and their use.
Business	means any business, trade, craft or profession carried on by you or any other person/organisation.
Conditions	means the General Terms and Conditions set out in Part C as amended from time to time in accordance with clause 11 and as supplemented by Service-specific Terms and Conditions set out in Part D to Part H where relevant.
Confirmed Event Attendance	has the meaning given in clause 5.3 of Part E.
Consumer	means an individual customer or Guest who receives Services for their personal use and for purposes wholly or mainly outside any Business purpose.
Contracted Event Number	means the number of Guests or attendees described in the booking confirmation which you have committed to paying for.
Deposit	means any deposit sum payable by you to us to secure a booking or to reserve a Service.
Designated Area	means the part or parts of the Venue being hired by you as set out in the Booking Confirmation.
Estate	means Farncombe Estate, Broadway, Worcestershire, WR12 7LJ (tel: +44(0)1386 852711).
Event	means the event described in the relevant booking confirmation.
Farncombe/we/us/our	means Farncombe Estate Holdings Limited a company incorporated in England (with registered number 02382336) whose registered office is at Farncombe House, Broadway, Worcestershire, WR12 7LJ) and who is the owner of the Estate.
Fees	means the prices payable by you for the provision by us of Services.
Guest	means any person attending your Event.
Hire Period	means the period of hire of the Venue as set out in the relevant booking confirmation.
Maximum Event Number	means the maximum number of Guests or attendees allowed at the Venue or in any Designated Area as set out in the booking confirmation.
Permitted Use	means the use for which we have granted you the right to use the Venue.
Price List	means Farncombe's standard price list of Fees. The Price List is available on Farncombe's website, in our brochures and from reception desks at [Dormy House Hotel, Foxhill Manor, and The Fish Hotel].
Regulations	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
Requested Event Attendance	has the meaning given in clause 5.1 of Part E.
Services	means the provision of services reserved by you in accordance with the Conditions.
VAT	means United Kingdom value added tax (together with any replacement or equivalent tax).
Venue	means the area of the Estate at which Event will take place.
you	means you, the customer.



Please note that not all of these defined terms are used in every Part of the Conditions and therefore not all of them will be relevant to the Service you have booked with us.

PART C

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

These General Terms and Conditions apply to all of our Services. Your attention is particularly drawn to the provisions of clause 5 (Liability).

1 BOOKING OUR SERVICES

- 1.1 All bookings for Services shall be governed by these Conditions, as supplemented by the additional terms and conditions set out in Part D to Part H which apply when relevant to the Services. You may book a Service in advance through our website (www.farncombeestate.co.uk), by telephone (+44(0)1386 852711), or in person.
- 1.2 When you request us to book any of our Services, you must provide us with your identification information including, but not limited to, your name, address, contact telephone number and email address.
- 1.3 You must give us payment details at the time of booking. We will take your credit/debit card details (which must be valid beyond the date of the Service) and you authorise the use of this card for any sums that become due to us. Unless the booking expressly states that you must pay at the time of booking or at the time of check-in, we will not take any payment from you for it until the time indicated in clause 2 below.
- 1.4 Your request to us to make a booking will constitute an offer by you to purchase the Services but whether we accept any such offer will be for us to decide in our discretion. Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents, constitutes a contractual offer capable of acceptance.
- 1.5 Only once we tell you that we accept your booking and provide you with a booking confirmation will a binding contract between us for the booking come into existence, subject to these Conditions.
- 1.6 You may change your booking at any time prior to your arrival (subject to the cancellation provisions set out in Part D to Part H, as applicable). We will use all reasonable endeavours to accommodate your requested changes, although we cannot guarantee that we will be able to do so.
- 1.7 Instead of making a booking in advance, you may make a booking when you arrive. If we have availability in respect of the Services that you request at that time, we will accept your request for the booking, although we cannot promise availability at any given time.
- 1.8 If you have contracted, been tested for or are suspected of having contracted any serious infectious disease, you must inform us prior to your arrival at the Estate, in which case we may cancel your booking in accordance with the relevant cancellation provisions set out in Part D to Part H.

2 FEES AND PAYMENT

- 2.1 We make details of Fees including, where applicable, promotional Fees and other special offers available on our website, at the reception and/or by email or post. All Fees shown in our Price List include VAT, which is chargeable in accordance with clause 2.5.
- 2.2 You may pay us for Services (and for any Deposit or other advance payment on account of that payment) by credit/debit card or by bank transfer.
- 2.3 We may alter any of our Fees without prior notice but if the Fee applicable to any Service increases between the time when you make a booking and the date when Service is to be provided, any increase in the Fee will not apply to your booking.
- 2.4 Whether these Conditions require payment upon booking or on check-out or at any other time, you must pay in full for any booking and will not be entitled to any refund, except as stated in the relevant cancellation provisions set out in Part D to Part H.
- 2.5 Where the relevant cancellation provisions set out in Part D to Part H specifically say that you will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of our breach of these Conditions or as a "consumer" under the Consumer Rights Act 2015 or other consumer protection legislation, we will make a refund to you as set out in the relevant cancellation provisions set out in Part D to Part H or as required by such legislation.
- 2.6 The parties agree that section 89 of the Value Added Tax Act 1994 shall not take effect in relation to this contract and accordingly the amount of VAT payable by you will not be reduced as a result of any change in the rate of VAT charged on the supply of the Services occurring after the date on which you make your booking, save in our absolute discretion.

3 CAR PARKING

- 3.1 We cannot guarantee that any car parking space(s) will be available for you, but subject to clause 3.2, you may use any vacant space in our guest car park on a first-come-first-served basis provided that you have given us your vehicle's registration number when you arrive. Any such parking will be without charge.
- 3.2 You may use a disabled parking space that is available if you have a valid disabled parking badge. We will be entitled to remove any vehicle if it is parked in a disabled parking space without a valid disabled parking badge on display and you (or if you are not the owner, then the owner of the vehicle) shall reimburse to us the all costs associated with its removal and subsequent recovery.
- 3.3 Whilst we will operate and maintain our guest car park with reasonable skill and care, we do not guarantee that other guests or members of the public will not enter our guest car park and steal or damage your vehicle or property in it. When you park or arrange for parking of your vehicle in our car park, you accept the risk of theft or damage of or to your vehicle and property in it if it is caused by any person other than our staff or contractors.

4 DOGS

- 4.1 Registered assistance dogs are allowed in all properties; however, you must notify us in advance of the intended presence of any assistance dogs.
- 4.2 Non-assistance dogs may permitted by prior agreement and at our discretion, together with an additional cost of £30.00 per week per dog when you are staying with us, for the booking of certain properties.
- 4.3 Whilst some properties may be dog friendly, the external areas of the Estate may not be fully enclosed or dog proof. You are responsible for the safety and security of your dogs at all times while on the Estate.
- 4.4 You agree that you will do the following in respect of your dogs or any dogs in your group:
 - 4.4.1 No more than 2 dogs may occupy a self-let property or bedroom at any one time at Dormy House Hotel, Foxhill Manor, or The Fish Hotel. For Hillside Hangout properties, 3 dogs are permitted.
 - 4.4.2 All dogs should be kept under strict control at all times whilst on the Estate or in any property.
 - 4.4.3 Dogs shall not be left in a property unattended or in your vehicle outside of a property at any time.
 - 4.4.4 We recommend that dogs are not left unattended, if they are and cause any disturbance to any neighbours or neighbouring properties, then this may be deemed as unreasonable behaviour and we may ask you to leave the Estate.
 - 4.4.5 Any fouling of internal areas shall be professionally cleaned and the cost borne by you, which will be recovered from your Deposit.
 - 4.4.6 Any fouling of lawns, paths or outside surfaces shall be cleared up without delay, by you or a member of your group. Failure to do this will result in Additional Charges being made which will be recovered from your Deposit if one has been paid.
 - 4.4.7 The following breeds of dog are not permitted even where muzzled as required by law: – American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro, Doga Argentino, XL Bully or any other dog breed at the discretion of the Estate.
- 4.5 If you are staying with us and someone in your group is allergic to dogs then we strongly recommend that they ring to discuss their chosen property with our reservations team.

5 LIMITATION OF LIABILITY

- 5.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.
- 5.2 Nothing in these Conditions will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 5.3 We provide all Services only for your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that we provide, or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale).
- 5.4 We will not be liable to you for:

- 5.4.1 any loss that was unexpected because it was not obvious that it would happen and nothing you said to us before we accepted your booking meant we should have expected it (so, in the law, the loss was unforeseeable);
- 5.4.2 loss caused by a delaying event outside of our control;
- 5.4.3 loss that was avoidable by you take reasonable action; or
- 5.4.4 any business losses, being any loss you suffer in connection with your trade, business, craft or profession.
- 5.5 Nothing in these Conditions is intended to or will exclude, limit, prejudice or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Regulations or any other consumer protection legislation as amended from time to time.
- 6 CHANGES TO THESE CONDITIONS**
- 6.1 We may from time to time change these Conditions (and those in Part D to Part H) without giving you notice, for example to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements to our Services.
- 6.2 If we want to make more serious changes to our terms we will notify you in advance and you may contact us to end the contract before the change takes effect and receive a refund for any Services you've paid for in advance, but not received.
- 7 HOW WE USE YOUR PERSONAL INFORMATION**
- 7.1 All personal information provided by you will be collected, processed and used in line with the our Privacy Policy, which explains what personal information we may collect from you, how and why we collect, store and use and share such information, your rights in relation to such personal information and how you can contact us and any supervisory authority if you have a query or complaint about the way in which we use any personal information. A copy of the Privacy Policy can be found at [\[LINK\]](#). We reserve the right to collect such personal data as is necessary to ensure our compliance with current government guidelines, orders and similar. This includes, but is not limited to biometric data such as your temperature, where such data is collected in accordance with the relevant data protection legislation which is in force from time to time in the United Kingdom. Such data will be collected for the sole purpose of ensuring our compliance with government, guidelines, orders and similar and will not be stored or retained beyond the point of collection.
- 8 CONSUMER CONTRACTS REGULATIONS**
- 8.1 If you are a Consumer, we are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before we accept your request to make a booking). We have included the information itself either in these Conditions for you to see now or we will make it available to you before we accept your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.
- 9 INFORMATION**
- 9.1 As required by the Regulations, all of the information described in clause 8, and any other information which we give to you about any Services which you take into account when deciding to make a booking or when making any other decision about the Services, will be part of the terms of our contract with you as a Consumer.
- 10 COMPLAINTS**
- 10.1 We always welcome feedback from customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any of our staff, please raise the matter with the relevant General Manager who can be contacted by post (Farncombe Estate, Broadway, Worcestershire WR12 7LJ), phone (+44(0)1386 852711) or email at reservations@dormyhouse.co.uk, reservations@thefishhotel.co.uk or reservations@foxhillmanor.co.uk.
- 11 EVENTS OUTSIDE OF OUR CONTROL**
- 11.1 We shall not be in breach of these Conditions nor shall we be liable for any delay in performing, or failure to perform, any of our obligations under these Conditions if such failure or delay results from event, circumstances or causes beyond our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, fire, flood, storms, earthquakes, pandemic, epidemic, disease outbreak, acts of terror or any other event that is beyond our control.
- 12 OTHER IMPORTANT TERMS**

- 12.1 Even if we delay in enforcing our rights under these Conditions, we can still enforce them later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 12.2 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 12.3 These Conditions, any contract between us and the relationship between you and us (whether contractual or otherwise) shall be governed by, and interpreted in accordance with, the laws of England and Wales.
- 12.4 Nothing in these Conditions limits any rights you may have as a Consumer to bring proceedings in the part of the UK where you live.

PART D

ACCOMMODATION TERMS

The additional terms and conditions in this Part D apply when you are booking accommodation and supplement the General Terms and Conditions in Part C. In the event of a conflict between any term in Part D and a term in Part C, the term in this Part D will take precedence and will apply.

1. RESERVATIONS

- 11 When you request a reservation for Accommodation and we quote any Fee(s), the Fee(s) will apply only to the provision of Accommodation unless we specifically state otherwise. However, the Fee(s) will include all facilities which the Accommodation has in all its standard and other bedrooms.
- 12 You may request additional nights of Accommodation at any time during your stay. We will use all reasonable endeavours to meet such a request. If we are able to meet any request, we will accept the request as a booking and that booking will then form a binding contract between you and us subject to these Conditions.
- 13 A reservation of 4 rooms or more is usually considered a group booking. If you wish to make a group booking, please call our reservations team (+44(0)1386 852711).
- 14 Additional Charges may apply for other Services including, but not limited to, car parking, meals, drinks, room service, use of wireless internet access, leisure, fitness or entertainment facilities or activities, use of any function or other rooms, or any other equipment, services or facilities. We will inform you of Additional Charges payable for such additional Services on request when you arrive.
- 15 Subject to clause 1.6 below, and unless we agree a different arrangement with you, we shall give you an invoice for all sums due and payable to us and you must pay that invoice in full when you check-out from the Accommodation.
- 16 The following will apply to any promotional Fees that we may offer from time to time:
- 16.1 Unless we specifically state otherwise, you must pay in full at the time of booking for a reservation to which a promotional Fee applies and we will not have to give you any refund except where clause 6 specifically states that we must do so;
 - 16.2 If you incur charges during your stay in addition to the promotional Fee for the reservation of Accommodation, we will invoice them and you must pay for them as required by clause 1.5 above; and
 - 16.3 If you request any additional nights and we accept the request as a booking under clause 1.2 above, you must pay for the additional nights at the standard Fee.

2. CHECK-IN AND CHECK-OUT

- 21 The earliest check-in time is 15:00 hrs on the arrival date.
- 22 You may be asked to provide proof of identify upon check-in. Acceptable forms of identification are a passport or photocard driving licence.
- 23 The latest time by which you must vacate your room and check-out is:
- 11:00 am on the departure date for Dormy House and The Fish Hotel
 - 12:00 noon for Foxhill Manor
 - 10:00 am for Hillside Hangouts

We may beforehand agree at our discretion to an arrangement for a later check-out time but if we have not agreed to a later time and you do not vacate your room and check-out by the above latest time, we will be entitled to charge you for an additional night's accommodation at the standard applicable Fee.

- 24 If we have agreed and arranged a late check-out under clause 2.3 above, we shall be entitled to charge you at an hourly rate for the additional time from our standard latest check-out time until the time you check-out, and we shall give you details of the hourly rate of that charge when you request a late check-out time.

3. ACCOMMODATION RULES

- 3.1 You must conduct yourself in a reasonable and responsible manner at all times when on Estate property, including all Accommodation, and when liaising with our staff throughout the booking process. Similarly, you must not act in any way which may disturb other guests. This includes observing any instructions or guidance relating to the health, safety and wellbeing of yourself and other guests. If you do not, we may ask you to leave Accommodation and the Estate and, in that case, you must immediately pay us all sums due.
- 3.2 Smoking is not permitted anywhere on the Estate or in any Accommodation. This includes the smoking of e-cigarettes.
- 3.3 If you do not comply with clause 3.2, we may charge you for any and all costs we incur in cleaning the Accommodation (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.
- 3.4 You must not:
- 3.4.1 bring any animals or pets into the Accommodation, with the exception of assistance or guide dogs; unless agreed in advance to stay in one of our pet friendly rooms;
 - 3.4.2 bring any potentially dangerous or hazardous materials or equipment onto the Estate or into Accommodation. To the extent that you are attending a shooting party at the Estate, any firearm(s) may only be brought onto the Estate with our prior express permission and subject always to you following our instructions on safe storage of the firearm(s) during your stay;
 - 3.4.3 use any electrical appliances that may set off fire alarm system, such as toasters, mini cookers or portable grills;
 - 3.4.4 tamper with any fire alarms or emergency equipment;
 - 3.4.5 utilise any Accommodation to store items (personal or otherwise) which could in our sole opinion cause damage to any Accommodation, or be a risk to the health and safety of our staff or property;
 - 3.4.6 prevent our management, housekeeping and/or maintenance staff from having access to your room as and when required, with housekeeping being permitted full access at least once every two days;
 - 3.4.7 remove, damage or destroy any Estate property;
 - 3.4.8 use any technology provided by us to download or access any unlawful or obscene material; or
 - 3.4.9 or cause unreasonable disturbance to any other guests or staff.
- 3.5 Any child under the age of 16 may only stay at any Accommodation if accompanied by a parent or guardian who is also staying in the same room as the child at the Accommodation.
- 3.6 We will charge you for any and all damage caused by you to any Estate property during your stay. We reserve the right take such charges using the payment details you provided when you made the reservation.
- 3.7 All of the above rules will also apply to members of your party and your guests and you shall be liable for any breach of the above rules by any of them.
- 3.8 If you or your group cause damage or loss of any kind to us or the Estate, other guests or their property, you as the person who is making the booking will be responsible for that damage or loss and you shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss.
- 3.9 If you or your group cause damage to the Estate, other guests or their property, or otherwise breach any of these terms or conditions, we reserve the right to:
- 3.9.1 cancel your reservation with immediate effect and (if appropriate) require you to leave the Accommodation and the Estate;
 - 3.9.2 restrict access to the Accommodation;
 - 3.9.3 remove your items from the room and the Accommodation, disposing of such items in the event that you do not collect them within 7 days of removal;
 - 3.9.4 retain all sums paid by you and/or charge you the full amount of your reservation; or
 - 3.9.5 refuse future reservations from you and/or refuse you entry or accommodation at any of our Accommodation.
- 3.10 We will not be liable to refund or compensate you in the event that any of the circumstances in clause 3.9 arise.

- 3.11 We reserve the right to decline or cancel reservations made and stays in progress by those who have previously breached these Conditions (as may be updated from time to time) whether the reservation is in that name or not.

4. OCCUPANCY

- 4.1 The maximum room occupancy is 2 adults at Dormy House Hotel, Foxhill Manor, and The Fish Hotel. Family rooms, where available, can accommodate 2 adults and 2 children (under the age of 16).
- 4.2 Maximum room occupancies for Hillside Hangout properties shall be as advertised on the Hillside Hangouts website at the time of your booking.
- 4.3 You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy. Occupancy is not transferable.
- 4.4 We reserve the right to change your room allocation at any point during your stay for any reason.

5. FOOD AND DRINK

- 5.1 Unless we specifically state otherwise, food and drinks are not included in any Fee(s) for Accommodation and unless we have specifically stated or do state otherwise, we will make Additional Charges to you for them in accordance clause 1.4 above.
- 5.2 If you or any of your party or guests have any special dietary requirements, you should inform us of them in advance of your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell you that we are unable to do so.
- 5.3 We will tell you times of meals when you arrive.

6. CANCELLATION OF RESERVATION

- 6.1 All payments are taken in advance and you may cancel a reservation without charge, unless you pay in advance for a booking at a promotional Fee, if you give us the required amount of prior notice before the earliest check-in time we have given you for your reservation. The required notice period for each type of Accommodation is as follows:

- 7 days for The Fish Hotel
- 7 days for Dormy House Hotel
- 7 days for Foxhill Manor

If you cancel under this clause 6.1, we will refund to you in full any sum (including, but not limited to, any Deposit) you paid in advance.

Cancellation terms for Hillside Hangout properties are set out in Part E within the terms applicable to Events and Venue Hire.

- 6.2 If you cancel but do not give us prior notice of the cancellation of a reservation in accordance with the timeframes under clause 6.1, we will be entitled to charge you a late cancellation charge which comprises our net financial loss suffered due to your cancellation. The calculation of this charge will take fully into account and give credit for any amount for any or all of the stay that you booked that we receive from another person for your room. We will use reasonable endeavours to let your room to someone else for this purpose. The late cancellation charge shall be limited to the full price (at the Fee applicable) of your booking for the whole duration of the booked stay. We may take the late cancellation charge when or after you cancel using the payment details you provided when you made the reservation. We will be entitled to deduct some or all of the late cancellation charge from any sum you paid us in advance and to keep the amount deducted and will refund to you any balance.
- 6.3 We may, at any time before you check-in, cancel a reservation for Accommodation in the following circumstances:
- 6.3.1 The booked Accommodation and/or personnel and/or other resources necessary for the provision of the room are not available due to any cause outside our reasonable control. If we cancel a reservation in such circumstances, we will offer you alternative accommodation of the same standard or better if it is available. If it is not available or we offer it to you and you decline it, we will refund to you in full any Deposit or other advance payment that you have made to us for your reservation.
- 6.3.2 If you have not paid for your stay in full in advance of check-in and you do not arrive by 22:00 on the first day when you are due to stay with us. In that case, we shall be entitled to re-let the Accommodation after that time unless you have notified us in advance of your late arrival, and we have agreed to a late check-in. If we cancel under this clause 6.3.2, we will be entitled to charge you a late cancellation charge as if you had cancelled under clause 6.2 above. We shall attempt to contact you to inform you of that cancellation.

- 6.3.3 You have contracted, been tested positive for or are suspected of having contracted any serious infectious disease which in our sole opinion may pose a risk to the health, wellbeing or comfort of our other guests and members of staff. If we cancel a reservation in such circumstances, we will refund to you in full any sums which you have paid in advance.
- 6.3.4 If proceeding with your booking would contravene government guidance, orders or similar. If we cancel a reservation in such circumstances, we will refund to you in full any sums which you have paid in advance.
- 6.3.5 If at any time during or prior to your stay you or any member of your party exhibits unreasonable behaviour towards members of staff or other guests, or if we have cause to believe that you or any member of your party is likely to cause damage or loss to any of our property or facilities or if you commit any other such breach of the Accommodation Rules set out at clause 3 below. If we cancel under this clause 6.3.5, we will be entitled to charge you a late cancellation charge as if you had cancelled under clause 6.2 above.

PART E

EVENTS AND VENUE HIRE

These additional terms and conditions apply to bookings of an Event or when you are hiring Venue space and they supplement the General Terms and Conditions set out in Part C. In the event of a conflict between any term in Part E and a term in Part C, the term in this Part E will take precedence and will apply.

1. BOOKING REQUESTS AND BOOKINGS

- 1.1 Before submitting a request to book an Event or to hire Venue space, you should ensure that you have read these Conditions carefully. If you are unsure about any part of these Conditions, please ask us for clarification.
- 1.2 You must provide full details of the Event as part of your booking request. Such details shall include, but not be limited to, full details regarding the Event (including the Event's date, duration, theme and purpose), the required Hire Period, plus all other information reasonably required by us regarding the Event. All such details must be provided by you as part of the booking request or as soon as possible after that (and in any event not less than 4 weeks prior to the start of the Hire Period unless we agree otherwise).
- 1.3 Once we have issued a booking confirmation and you have paid the Deposit (and any other amounts we have notified you of in writing as payable in advance), the Designated Area of the Venue will be reserved for you for the Hire Period subject to these Conditions. Failure to pay the Deposit, or to make other required advance payments notified by us to you, will result in your booking being released and the Hire Period being unreserved and made available for booking by others.
- 1.4 We will ensure that the following information is given or made available to you prior to our contract coming into effect:
 - 14.1 the main characteristics of the Venue and any Designated Area;
 - 14.2 the total Fees for hiring the Venue or, if the total Fees cannot be calculated in advance, the manner in which the Fees will be calculated; and
 - 14.3 the arrangements for payment of the Fees.
- 1.5 If we need to change your booking we will notify you of any change to the Fees in writing. If the change results in an increase in the Fees, we will not proceed with the change without your acknowledgment and agreement.

2. DEPOSIT

- 2.1 Within 7 days of receiving the booking confirmation, you must pay the Deposit unless we have agreed otherwise with you. The due date for payment of the Deposit will be included in the booking confirmation. The Venue will be provisionally reserved until such time as the Deposit is paid in full.
- 2.2 The Deposit is non-transferable and relates solely to the Event specified in the booking confirmation, subject always to the cancellation provisions set out in clause 8 below.
- 2.3 The balance of all Fees must be paid in full to us not less than 30 days prior to the start of the Hire Period.
- 2.4 For Events taking place in a Hillside Hangout property you will be required to pay a cautionary damage deposit payment equal to the 1-night Fee in cleared funds 30 days prior to the start of the Hire Period. The damage deposit will be refunded in full within 14 days of the end of the Hire Period if the property is left in a satisfactory condition in accordance with these Conditions.

3. HIRE PERIOD

- 3.1 The Hire Period will start and end at the times and on the dates set out in the booking confirmation.
- 3.2 If you wish to extend the Hire Period after the start of the contract, we will use reasonable endeavours to accommodate such requests but we do not guarantee that such extensions will be possible in every case.
- 3.3 Unless otherwise agreed by us as part of the booking confirmation the Hire Period will start at the advertised check in time (currently 3pm for all properties) and shall end at the advertised check out time (currently 11am at Dormy House and The Fish and 12 midday at Foxhill Manor and 10am at Hillside Hangout properties).

4. FEES AND PAYMENT

- 4.1 You shall pay the Fees to us as consideration for the hire of the Venue and any associated services provided by us.

- 4.2 We reserve the right to calculate the Fees by reference to the number of Guests attending the Event or the Contracted Event Number. Unless otherwise agreed, we will provide further information within the booking confirmation as to how the Fees are calculated.
- 4.3 If we subsequently agree with you to increase the Contracted Event Number, we reserve the right to invoice, and you will be required to pay immediately on receipt of any invoice, any Additional Charges associated with such increased numbers. You accept that unless otherwise agreed by us in writing, you are not be entitled to any reduction in, or refund of, the Fees if the actual number of Guests is less than the Contracted Event Number.
- 4.4 Except in the case of the Deposit as per clause 2 above, we will invoice you for the Fees in advance of the Hire Period. Such invoices shall be payable in full and in cleared funds within 30 days of the invoice date. Where the invoice date is within seven days of the date of the Event, you must pay the invoice immediately.
- 4.5 You will also pay to us any Additional Charges incurred by us arising out of or in relation to:
- 4.5.1 any additional sums incurred by the Guests;
 - 4.5.2 any catering or other additional services consumed by you or Guests that are not covered in the booking confirmation;
 - 4.5.3 any additional reasonable costs and expenses incurred by us which are caused by your or any Guest's instructions, failure to provide instructions or failure to comply with their obligations;
 - 4.5.4 any increase in the numbers of Guests over and above the Contracted Event Number;
 - 4.5.5 the use by you or any Guest of the Venue and/or the Designated Area outside of the Hire Period;
 - 4.5.6 the use by you or any Guest of any other areas within the Venue which are outside of the Designated Area; or
 - 4.5.7 the restoring by us of the Venue and/or the Designated Area and any other areas used by you or the Guests during the Hire Period to their original state at the start of the Hire Period (fair wear and tear excepted).
- 4.6 We will invoice you for the Additional Charges following the Hire Period. Such invoices shall be paid in full and in cleared funds at the applicable check-out time. Payment in respect of our invoice must be made by you to the bank account nominated in writing by us from time to time.
- 4.7 Without affecting any other right or remedy that it may have, if you fail to pay to us any sum due under the contract on the due date, we may charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at the rate of 8% per annum above the base rate of the Barclays Bank Plc from time to time.
- 4.8 All sums payable to us under the contract are exclusive of VAT unless stated otherwise, and you must in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.
- 4.9 In certain circumstances, you may be entitled to a refund of certain sums if the booking is cancelled. Please refer to clause 8 for further details.
- 5. NUMBER OF ATTENDEES**
- 5.1 You must provide confirmation in writing of the actual number of Guests no later than seven (7) days prior to the Event (Requested Event Attendance).
- 5.2 If the Requested Event Attendance is less than the Contracted Event Number, you will still be liable to pay without reduction the Fees as set out in the booking confirmation except where:
- 5.2.1 Cancellation of Accommodation required as part of the Event is notified 30 days or more before the start of the Hire Period;
 - 5.2.2 Cancellation of food & beverage or spa treatments connected to the Event where notified 30 days or more before the start of the Hire Period.
- 5.3 If the Requested Event Attendance exceeds the Contracted Event Number, then we will assess whether we can accept the proposed additional Guests. We are not obliged to accept such additional Guests should this be greater than the Maximum Event Number. If we are able to accommodate such additional Guests, we will inform you of this in writing (Confirmed Event Attendance) and any Additional Charges that will apply. You must, within two (2) days of receiving such written notification from us or immediately where such notification is given within seven (7) days of the date of the Event, confirm in writing that you agree to pay the Additional Charges. In the absence of such confirmation being provided by you, you will be deemed to

have accepted the Additional Charges. Where we cannot accommodate the proposed additional Guests or you do not wish to pay the Additional Charges, only the Contracted Event Number shall be entitled to attend the Event.

- 5.4 Where the number of Guests wishing to attend the Event exceeds the Confirmed Event Attendance, we will be entitled in our absolute discretion to refuse admission to the Event and/or to eject excess Guests or to invoice you for Additional Charges incurred as a result of excess Guests attending the Event.

6. YOUR OBLIGATIONS – GENERAL

- 6.1 During the Hire Period, you must:

- 6.1.1 observe all Applicable Laws relating to the use of the Venue for staging the Event and the Permitted Use;
- 6.1.2 ensure that you, Guests, and where relevant your employees, sub-contractors, representatives, invitees and other attendees at the Event do not behave in any way which will or may: (i) constitute a breach of all Applicable Laws; ii) cause nuisance to the Estate or any other person; iii) infringe any licences held by the Estate, you or the Venue; iv) damage the Venue or the Designated Area or any part of these; v) damage the reputation of the Estate; or vi) be immoral, likely to cause upset or offence or be dangerous;
- 6.1.3 use the Venue or the Designated Area only for the Permitted Use and for no other purpose;
- 6.1.4 not erect on or attach to the Venue or the Designated Area any permanent structure. You may only erect on the Venue or the Designated Area with our prior written consent (which we will not unreasonably withhold) temporary and/or moveable structures which can be removed at the end of the Hire Period;
- 6.1.5 not to make any alterations or attachments or additions to any of the Estate's already existing fixtures, fittings, buildings and structures within the Venue and/or the Designated Area without our prior written consent;
- 6.1.6 make all administrative and other arrangements to ensure that the number of Guests attending the Event is notified to us and does not exceed the Maximum Event Number or all relevant safety requirements;
- 6.1.7 ensure that the Event takes place within the Hire Period and to use its best endeavours to ensure that all attendees or Guests have left the Venue by no later than the check out time stated within the booking confirmation on the last day of the Hire Period;
- 6.1.8 ensure that the Event takes place, and remains within, the Venue or the Designated Area;
- 6.1.9 use only the access routes notified by us;
- 6.1.10 not cause, create or permit any obstructions of roads or pathways within, or any access ways giving access to, the Venue or the Designated Area by any Guests, visitors or attendees or by any employees, servants or agents of the Hirer;
- 6.1.11 not use the Venue or the Designated Area or any part of them for any activities which are dangerous, offensive, illegal or immoral or which are or may become a nuisance to the Estate or the owner or occupier of any neighbouring property. In this regard, the Hirer shall take all reasonable steps to minimise any potential disruption to the local community and to reduce all noise levels caused by the Event;
- 6.1.12 not to provide catering facilities within the Venue or the Designated Area without our prior written consent (which we will not unreasonably withhold);
- 6.1.13 not to do anything which might invalidate any insurance maintained by us in respect of the Venue of which you are aware or which might increase the insurance premium payable for the Venue;
- 6.1.14 at its own cost comply with all health and safety requirements in relation to any features of the Event, including those features which are special or unique to the Event;
- 6.1.15 pay to us the cost of making good all damage to the Venue or the Designated Area suffered during the Hire Period (excluding only fair wear and tear and damage and any damage caused by us and/or our servants, agents or subcontractors);
- 6.1.16 at the end of the Hire Period remove all of your goods, waste and other materials from the Venue or the Designated Area and hand back the Venue or the Designated Area cleared and in such condition as they were found to be at the start of the Hire Period;
- 6.1.17 obtain our prior written approval to any publicity material proposed to be issued in relation to the Event;

- 6.118 apply for and to obtain from the relevant authorities licences for any activities for which a licence is required. You must produce upon request not less than 6 weeks prior to the Event evidence that all such licences have been obtained, failing which we reserve the right to refuse your use of the Venue or the Designated Area; and
- 6.119 not, and will ensure that where relevant your employees, servants, agents and subcontractors will not, at any time do any act or omit to do any act which may bring into dispute the goodwill or reputation of the Estate and/or the Venue.

7. OUR OBLIGATIONS – GENERAL

- 7.1 During the term of this contract, we will:
- 7.11 at the start of the Hire Period give to you, on a non-exclusive basis, access to the Venue and the Designated Area free from obstructions and in good condition; and
- 7.12 comply with the Applicable Laws and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event.

8. CANCELLATION OF BOOKING

- 8.1 Whilst we will always endeavour not to do so, there are occasions when we need to cancel a booking. As such, we reserve the right to cancel the booking for any reason at any time prior to the start date of the Hire Period. If we need to cancel your booking, we will let you know as soon as is possible and we will explore alternative options with you. If you have made any payment to us (including but not limited to the Deposit), those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 14 days of notification of such cancellation. The provision of such refund shall be the limit of our liability to you as a result of the cancellation.
- 8.2 You may cancel the booking for any reason at any time by giving written notice to us, in which case the following charges shall apply:
- 8.2.1 For bookings for exclusive use of a property or for weddings:
- If you cancel more than 12 months prior to the start of the Hire Period, we will refund all sums paid, including the Deposit;
 - If you cancel less than 12 months but more than 90 days prior to the start of the Hire Period, we will retain the Deposit but will refund all other sums paid;
 - If you cancel less than 90 days but more than 60 days prior to the start of the Hire Period, we will make a charge equal to 50% of the Fees detailed in the booking confirmation;
 - If you cancel less than 60 days but more than 30 days prior to the start of the Hire Period, we will make a charge equal to 75% of the Fees detailed in the booking confirmation;
 - If you cancel 30 days or less prior to the start of the Hire Period, we will make a charge equal to 100% of the Fees detailed in the booking confirmation.
- 8.2.2 For other bookings at all properties:
- If you cancel more than 90 days prior to the start of the Hire Period, we will refund all sums paid, including the Deposit;
 - If you cancel less than 90 days but more than 60 days prior to the start of the Hire Period, we will make a charge equal to 50% of the Fees detailed in the booking confirmation;
 - If you cancel less than 60 days but more than 30 days prior to the start of the Hire Period, we will make a charge equal to 75% of the Fees detailed in the booking confirmation;
 - If you cancel 30 days or less prior to the start of the Hire Period, we will make a charge equal to 100% of the Fees detailed in the booking confirmation.
- 8.3 The date of cancellation of the booking by you will be the date on which the written notice of cancellation has been received by us.
- 8.4 Payment of any refund due under clause 8.1 shall be made by us within 14 days of the date of cancellation by you and to the original payment method or account used by you.

85 Where you cancel the booking and another booking is subsequently received in respect of all of part of the Hire Period, we reserve the right to make a proportional reduction in any of the relevant cancellation charges set out in clauses 8.2 or 8.3 as is relevant.

86 We may end our contract at any time, including during the Hire Period, in circumstances where you have breached these Conditions including but not limited to failing to comply with your obligations under clause 6, breaching the Accommodation Rules, using the Venue or Designated Area other than as permitted, and so on. If we end the contract during the Hire Period as a result of your breach we shall not be liable to you as a result and you will not be entitled to a refund of any Fees paid.

9. USE OF THE VENUE AND DESIGNATED AREA

91 If any additional equipment such as staging, stands, lighting, scaffolding or similar is supplied and used by you for the Event, such equipment may only be used in such a way which does not require any destructive fixing to any structure.

92 You will bear the costs of making good any damage to the Venue and/or the Designated Area caused as a result of the Event including, but not limited to, any damage caused to the Venue and/or the Designated area arising from any breach by you of clause 9.1.

93 You may not, at any time without our prior written consent, have, use or allow into the Venue and/or Designated Area any substances which are noxious, corrosive, toxic, explosive or hazardous, any lighted flames or any live animals (except for dogs as outlined in clause 4 of Part C only).

10. ACCOMMODATION

101 The provision of any Accommodation or related services required by you for and on behalf of your Guests, staff, invitees and attendees of the Event shall be subject to, and governed by, the Accommodation Terms set out in Part D.

11. HEALTH AND SAFETY

111 If required by us, all of your Guests, invitees and attendees will be required to sign-in on arrival at the Venue.

112 You agree to comply with, and to ensure that your Guests and where relevant all of your employees, agents, sub-contractors, representatives, invitees or other attendees of the Event comply with our emergency procedures and health and safety policies in place from time to time.

113 Any and all electrical equipment to be used by you during the Event must be fully PAT Tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.

114 We reserve the right to refuse access to the Venue to any person who fails to comply with this clause 11.

12. LICENSING AND CONSENTS

121 Subject to clause 6.1.19, we will, at your cost and subject to you providing adequate notice, apply for any additional licences, consents and permits as may be necessary to allow the Event. We will not be responsible for any unsuccessful application made by it and you acknowledge that the Agreement is not conditional upon such licences, consents and permits being granted unless expressly stated otherwise in the booking confirmation. You will comply with the terms of all licences, consents and permits and any decision or recommendation made by the granting authority.

122 With the exception of Hillside Hangout properties you will not, and will ensure that any Guests, invitees or attendees of the Event do not, permit external food or beverage to be brought into the Estate without payment of agreed corkage charges or display individual company or function signage within the Venue without our prior written consent (which we will not unreasonably withhold).

13. STEWARDING

131 If we agree in writing that you may use your own security or stewarding staff for the Event, you undertake to ensure that you will provide an adequate number of such staff for the Event and that such staff are registered with and recognised by the local authority or police (as required). The stewards shall be responsible for overseeing the general hiring arrangements and for overseeing emergency procedures including, but not limited to, evacuation of the Venue and/or Designated Area in case of fire.

14. GOOD ORDER AND NUISANCE

141 It is your overall responsibility to keep all Guests under a reasonable level of control. This obligation shall extend to noise levels, general behaviour and sobriety. This obligation shall also apply, where relevant, to your staff, performers, exhibitors, hired personnel and any other individuals that are in attendance for the purposes of the Event and not under our control. We

reserve the right to remove anyone who is in breach of this clause 14.1 or who behaves in a manner which we consider is unacceptable.

14.2 Noise must be kept to a reasonable level at all times throughout the duration of the Hire Period. Amplified music used for the Event must not exceed 85 decibels at any time.

14.3 No fireworks (including silent or smokeless fireworks), smoke machines, lasers, dry ice or any form of pyrotechnics are permitted to be used or set off within the Venue at any time without our prior written consent and/or the relevant public authorities.

15. RECORDING AND BROADCASTING

15.1 No recording of sound or video shall be permitted for commercial reasons during the Event without our prior written consent.

15.2 No broadcasting of any kind may take place during the Event without our prior written consent. This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.

16. PRESS

16.1 If you intend to invite members of the press or media for the purposes of reporting on the Event or otherwise covering it in the normal course of their duties, you must submit a written request to us at least 2 weeks prior to the start of the Hire Period for approval (such approval not to be unreasonably withheld).

16.2 In the event that members of the press or media gain unauthorised entry to the Event, we shall not be held responsible. However, you may be required to prove that such entry was unauthorised and unknown.

PART F

FARNCOMBE ADVENTURES TERMS AND CONDITIONS

These additional terms and conditions apply to Farncombe Adventure bookings as outlined in this Part F and supplement the General Terms and Conditions set out in Part C. In the event of a conflict between any term in Part F and a term in Part C, the term in this Part F will take precedence and will apply.

1. **FOR ALL FARNCOMBE ADVENTURE BOOKINGS**
- 1.1 **Deposit Policy:** Your credit/debit card is charged in full for all bookings at the time of booking.
- 1.2 **Cancellation Policy:** Cancel more than 48 hours before 9am on the day of your activity to avoid a cancellation fee. If you cancel within this time, a 100% cancellation fee will apply.
- 1.3 **Physical health and condition:** You accept that we are not qualified to provide any assessment or advice on whether you are medically fit or able to participate in any activity. We strongly recommend that you seek your own professional medical advice prior to undertaking any activities, including in the event that you have a known medical condition or where you are taking medication. Except where we have been negligent or where we have breached any of our other duties to you, you participate in activities at your own risk.
- 1.4 **Age limits and restrictions:**
 - 14.1 All under 18s must be accompanied by an adult throughout each activity, except for tennis where all under 16s must be accompanied by an adult.
 - 14.2 The following **age limits** apply to activities:
 - Archery: Age 8+
 - Axe Throwing: Age 12+
 - Clay Shooting: Age 12+
 - Duck Herding: Age 4+
 - Falconry: Age 4+
 - Hawk Walk: Age 4+
 - Kids Buggies: Age 4-8 (subject to height restrictions)
 - Tractor Driving: Age 16+
- 1.5 **Dogs:** To protect the animals in our care, dogs are not permitted on our Hawk Walk, Falconry and Duck Herding activities.
- 1.6 **Partner service providers:** We are supported by external partners to fulfil some of our activities. To the extent that any additional terms and conditions apply we will let you know at the time of your booking.

PART G

FARNCOMBE GIFT VOUCHERS TERMS AND CONDITIONS OF SALE

This Part G sets out the additional terms and conditions of sale which apply to vouchers offered by Farncombe Estate Holdings Limited for Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts and for activities managed by the Estate (“**Terms of Sale**”) and supplement the General Terms and Conditions set out in Part C. In the event of a conflict between any term in Part G and a term in Part C, the term in this Part G will take precedence and will apply.

1. GENERAL INFORMATION

- 1.1 These Terms of Sale apply to every Voucher you purchase from Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts or the Estate.
- 1.2 Contact telephone numbers are: Dormy House Hotel 01386 852711, the Fish Hotel 01386 858000, Foxhill Manor 01386 854200, Hillside Hangouts 01386 854300 and Farncombe Estate 01386 852711.
- 1.3 ‘**Voucher**’ means an instrument, in either physical or electronic form, which entitles the holder of such Voucher (the ‘**Voucher Holder**’) to receive the Offering during the period of time stated on the Voucher (the ‘**Redemption Period**’).
- 1.4 The ‘**Offering**’ shall mean the goods and/or services to be supplied and/or provided by Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts or the Estate to the Voucher Holder, as specified on the Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts or the Estate’s website and on the Voucher.
- 1.5 These Terms of Sale were last updated on 30 April 2024. Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts or the Estate reserves the right to unilaterally amend these Terms of Sale at any time. All amendments to these Terms of Sale will be posted on-line on our website. You will be bound only to the version of the Terms of Sale you agreed to at the time you purchase a Voucher.

2. PURCHASE OF A VOUCHER

- 2.1 By confirming your payment details you submit an offer to buy the Voucher. However, the purchase of the Voucher is not complete until you receive an email from us confirming acceptance of your offer. We expressly reserve the right to reject your offer. In addition, even if we have accepted your offer, we can cancel the contract at any time if we reasonably suspect that you have committed or that you may be committing any fraud against us.

3. REDEMPTION OF A VOUCHER

- 3.1 Unless expressly stated otherwise:
 - 3.1.1 the Voucher can only be redeemed once against the use described on the voucher, except as described in clause 3.1.2, below;
 - 3.1.2 any value left on the voucher can be used towards food, drink, hotel stays and experiences across our estate*;

**Excludes spa treatments at Dormy House unless a guest at Dormy House, food and drink experience at Foxhill Manor (these are only available for Foxhill Manor guests)*
 - 3.1.3 you must follow the redemption instructions associated with the Voucher when you redeem it.
- 3.2 Unless otherwise stated on the Voucher by us, the Redemption Period applicable to the Voucher shall be 12 months. You are not entitled to a credit, cash refund or new Voucher in respect of any unredeemed value at the end of the Redemption Period.
- 3.3 In order to redeem a Voucher you must present it to Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts or the Estate within the Redemption Period. If you do not redeem the Voucher within the Redemption Period, the Voucher expires automatically. It cannot be redeemed after expiry of the Redemption Period and you are not entitled to any reimbursement or compensation for a failure to use a Voucher in time.
- 3.4 Unless expressly stated otherwise, the Voucher does not entitle the Voucher Holder to receive the Offering at a specific time. You are strongly recommended to contact Foxhill Manor, Dormy House, The Fish Hotel or the Estate at an early stage. Doing so will give you the best chance of securing your preferred time for the supply and/or provision of the Offering.
- 3.5 In the event that we breach these Terms of Sale, we shall be refund the cost of the Voucher and any delivery costs incurred in the original purchase of the Voucher. Our liability to you is limited as outlined in clause 5 of Part C.

4. USE OF A VOUCHER

- 4.1 You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow anyone else to do so.
- 4.2 Any attempt to redeem a Voucher contrary to these Terms of Sale may render a Voucher void at our absolute discretion.
- 4.3 The reproduction of a Voucher is prohibited. Each Voucher contains a unique reference code, which can only be redeemed once. Once a Voucher has been redeemed, the unique reference code will no longer be valid.
- 4.4 The commercial trade of a Voucher is prohibited.

5. CANCELLATION (AND EXCEPTIONS), REFUNDS AND PROBLEMS

- 5.1 As a consumer you have a statutory right to cancel your purchase of the Voucher within 14 calendar days after the day you receive the confirmation email (the '**Voucher Cancellation Period**'). After this time, Vouchers will be non-refundable. However, if you redeem your Voucher during the Voucher Cancellation Period, you expressly request us to begin providing the relevant services to you, and you acknowledge that by doing so you lose your right to cancel the purchase of the Voucher.
- 5.2 If you want to cancel your purchase of a Voucher, within the Voucher Cancellation Period as per section 5.1, you can do so by writing to, or calling Foxhill Manor, Dormy House, The Fish Hotel, Hillside Hangouts or the Estate at the details mentioned in section 1.2.
- 5.3 If you cancel your purchase of the Voucher in accordance with this section 5, we will refund you for all payments made as part of your purchase within 14 calendar days from the day on which you informed us about your cancellation.
- 5.4 Any refund will be refunded to you via your original method of payment. If your original method of payment has been cancelled, expired or has otherwise changed, you will still receive the refund to your original method of payment and your bank should forward it to the correct account. You may need to coordinate with your bank or your payment services provider to obtain your refund. We will not provide more than one refund.

PART H

FANTASTIC FOX CLUB MEMBERSHIP TERMS AND CONDITIONS

These additional terms and conditions apply to all Fantastic Fox Club Memberships as outlined in this Part H and supplement the General Terms and Conditions set out in Part C. In the event of a conflict between any term in this Part H and a term in Part C, the term in this Part H will take precedence and will apply.

1. **FANTASTIC FOX CLUB MEMBERSHIP TERMS AND CONDITIONS**
11. **Acceptance:** Registering as a Fantastic Fox Club Member constitutes acceptance of the terms and conditions listed herein.
12. **Membership Card:** The Membership Card is the property of the card issuing agent and must be returned upon request. Membership cards are valid for the stated Membership Term. Membership Cards have no cash value and do not guarantee reservation.
13. **Membership Benefit Conditions:** Only Fantastic Fox Club Members can book and redeem any Membership Benefits. Discount on Accommodation rates and other benefits only apply to Accommodation booked and occupied by the Member. All Membership Benefits are valid only during the Membership Term and shall automatically expire thereafter. All Membership Benefits are subject to availability, may exclude Black-Out Dates, and may not be used in conjunction with any other discount or promotional offer.
14. **Transferable and Non-Transferable Membership Benefits:**
 - 14.1 A. **Transferable:** Membership Benefits may not be used or transferred to a non-member.
 - 14.2 B. **Non-Transferable:** Membership Benefits may be used only by the Member and proof of identification may be required by Foxhill Manor.
15. **Black-Out Dates:** All Membership Benefits shall not be valid on the following dates: 23rd December – 2nd January, Valentine's Day, Bank Holidays, Cheltenham Gold Cup Week. All Membership Benefits are subject to availability.
16. **Modifications (Benefit Changes):** Foxhill Manor and participating partners may cease to honour Membership Benefits without prior notice. Membership Benefits may also be subject to change without prior notice. Wherever possible, Members will be kept updated on all such modifications.
17. **Cancellations:** Foxhill Manor has the right to cancel your Membership at any time. Members may also cancel their Membership at any time; however, notification or termination should be put in writing by emailing housemanager@foxhill.com or posted to Foxhill Manor, Farncombe Estate, Broadway, Worcestershire, WR12 7LJ.