

Rathfinny Wine Estate

Terms and Conditions for the provision of Flint Barns accommodation facilities and/or services

Introduction

The following terms and conditions apply to the provision by Rathfinny Wine Estate (Rathfinny or “we” or “us”) of accommodation (the “accommodation”) and/or services (“Services”) at The Flint Barns - Rathfinny Wine Estate, Alfriston, East Sussex, BN26 5TU (“the Flint Barns”) and all bookings made by the Customer.

1.0 General

1.1 Glossary:

“Booking” means a booking for a stay at the Flint Barns and includes accommodation, any meals and other Services;

“Contract” means the agreement between Rathfinny and you to fulfil a Booking or purchase a Product;

“Customer” or “you” means any customer, firm or company who makes or is making a Booking with Rathfinny or purchasing a Product from Rathfinny and references to ‘you’ and ‘your’ shall have the same meaning;

“Group” means an organised, official group of 5 or more people formed with a constitution and/or memorandum and articles and as explained in further detail in clause 3;

“No-Show” means a guest who does not arrive and gives no notice or indication of intent;

“Product” means wine, food, beverages, souvenir or other product sold by Rathfinny;

“Writing” means letter or email;

“Flint Barns” means the Flint Barns hostel run by Rathfinny Wine Estate.

1.2 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.3 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.

1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

2.0 Bookings

2.1 All Bookings and Products are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the Booking or the purchase of the Product has been successful. The Contract between us will only be formed when we send you this confirmation. All Bookings and Products are subject to availability and Rathfinny reserves the right to decline any Booking or purchase of a Product at its discretion.

2.2 A Booking cannot be amended unless agreed between an authorised representative of Rathfinny and you.

2.3 By making a Booking or purchasing a Product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases made by telephone, fax, or other forms or distance communication are made subject to these terms and conditions and the person placing the Booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a Booking for, and confirms that all such persons are aware of and accept these conditions.

2.4 Camping:

2.4.1 Arrival and Departure Times: On arrival, please report to the Flint Barns reception before pitching. For arrival and departure times, please see the Flint Barns information pages or speak to the Flint Barns manager. If you wish to arrive outside of these hours please contact the Flint Barns manager directly. Please note that we are unable to allow under 16 year olds to camp at our site without adult accompaniment.

2.4.2 Noise policy and behaviour: We operate a small scale quiet, relaxed and laid back campsite. Loud noise does not fit into the ethos of communal camping and we reserve the right to remove any campers who act inappropriately or do not follow our noise guidelines. We ask that campers please respect fellow campers and other Flint Barns users and therefore keep noise to a minimum from 10.30pm to 7.00am. Amplified radios/stereos/mp3 players, loud music or percussion instruments are therefore not permitted on our campsites. The Booking lead name will be taken as being responsible for the behaviour of all party members whilst on site.

2.4.3 Dogs and pets: Unfortunately due to the small nature of our site, we are unable to accept dogs or any other pets without prior written approval.

2.4.4 Campfires: Open fires and ground level barbecues are not permitted. The use of generators is also not permitted on the site. Cutting or damaging trees, vines and other vegetation is strictly prohibited and we request that all campers respect the natural conditions of, and around, the campsite.

3.0 Payment

- 3.1 Payments shall be made in such format as we may agree with you when you place an order.
- 3.2 In order for us to confirm your Booking or purchase you must pay us the appropriate sum, as set out below:-
- 3.2.1 **Individual Bookings:** for Bookings made via the Rathfinny website, Rathfinny Gun Room cellar door or at the Flint Barns, full payment is required when you request a Booking;
- 3.2.2 **Group Bookings:**
- 3.2.2.1 Groups are defined as being an organised official group having a constitution or memorandum and articles and comprising of 5 or more people. These 'Groups' are entitled to Group terms and conditions and overnight discounts applicable to the relevant demographic of the Group when Booking through the Flint Barns manager. If such Groups choose to book through the website they will be subject to non-Group terms and conditions and will have to make full payment at the time of booking.
- 3.2.2.2 Group leaders must advise Rathfinny of the number of delegates/guests attending, the timings, accommodation and food and beverage requirements when making the booking.
- 3.2.2.3 Group leaders accompanying the Group are responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group. If any Group is given sole use of the Flint Barns it shall not offer for sale to the general public or publicly advertise the sales of the Flint Barns facilities or Services.
- 3.2.2.4 Group Bookings made more than 7 months in advance of arrival date. A provisional booking can be held for up to a maximum of 14 days without payment whereupon a first deposit of 10% of the total booking value is required. Your first payment will confirm acceptance of the group booking terms and conditions stated in this document. A further deposit of 15% of the total booking value is due 6 months before arrival and the full balance is due 8 weeks before arrival.
- 3.2.2.5 Group Bookings made within 7 months in advance of arrival date. A provisional booking can be held for up to a maximum of 14 days without payment whereupon a deposit of 25% of the total booking value is required. Your first payment will confirm acceptance of the group booking terms and conditions stated in this document. The full balance is due 8 weeks before arrival.
- 3.2.2.6 Group Bookings made within 12 weeks in advance of arrival date. A provisional booking can be held for up to a maximum of 7 days without payment whereupon the total booking value should be paid at least 8 weeks before arrival.
- 3.2.2.7 Rathfinny will, where applicable, send you an invoice for all payments at least two weeks before the payment due date, based on the latest guest numbers provided. If payment is overdue at any stage, Rathfinny reserves the right to remove any free leader places, discounts or eligibility for exclusive Flint Barns usage or cancel your booking.
- 3.2.3 **Purchases of Products:**
- 3.2.3.1 For purchases of all Products full payment is required at the time of purchase.
- 3.2.3.2 If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your Booking and/or we may suspend the supply and/or deliveries of any other Services being provided to you by Rathfinny.
- 3.2.3.3 Deposits payable under clause 3.2 are non-refundable except in the circumstances set out in clauses 6 and 7
- 3.2.3.4 No food or beverage items, other than those provided by Rathfinny, shall be consumed by you while at the Flint Barns, unless prior written permission is received from Rathfinny.
- 3.2.3.5 Rathfinny have a strict alcohol policy as it is a criminal offence for anyone to sell alcohol to a person who is under the age of 18. There are no exceptions to this. Rathfinny have an age verification policy in place that requires all staff to check the ID of anyone appearing to be under the age of 25. It is essential that if there is any doubt about the customer's age, ID will be asked for and checked thoroughly.

4.0 If you change your Booking

- 4.1 **Individual Bookings:** Changes requested from the date your Booking is accepted will be treated as cancellations (see clause 5 below).
- 4.2 **Group Booking:**
- 4.2.1 Subject to availability, you may change a Group Booking to different dates up to 6 months before your arrival date.
- 4.2.2 If, less than 6 months before your arrival date, you wish to change a Group Booking, such a change shall be treated as a cancellation and shall be subject to our standard refund policy (see clause 5.4), subject to the exception in clause 4.2.3.
- 4.2.3 **Change to numbers:** A Group Booking can decrease in guest numbers by up to 10% up to 8 weeks before arrival without incurring a cancellation fee. Thereafter any additional decreases in Group

numbers will be considered a cancellation and the cancellation charges will apply. Cancellation charges will be calculated on a per person basis.

4.2.4 All changes shall be subject to the availability of a suitable alternative.

5.0 If you cancel your Booking – our refund policy

- 5.1 All Booking cancellations are subject to our refund policy, contained within this clause.
- 5.2 All refunds are calculated according to the time between notification of the cancellation being received by Rathfinny and the time of the first night of your stay. The first night of your stay is defined as starting at 12pm (12 noon).
- 5.3 **Individual Bookings** – please call the Flint Barns immediately to cancel your Booking.
 - 5.3.1 Please note that you cannot cancel part of a Booking without cancelling the whole Booking and re-booking. Such cancellations will be subject to our refund policy below.
 - 5.3.2 **24 hours or more notice:** We will refund 90% of the total Booking.
 - 5.3.3 **Less than 24 hour notice:** We will refund the total Booking less the full cost of the first night's stay including any meals and products
 - 5.3.4 **No Show:** No refund
- 5.4 **Group Bookings** – please call the Flint Barns immediately to cancel your Booking. Our cancellation charges depend on the notice period given and are shown below:
 - 5.4.1 **More than 56 days before arrival:** Cancellation charge will be any deposits already paid.
 - 5.4.2 **55 to 42 days before arrival:** Cancellation charge will be 30% of the total cost of your stay.
 - 5.4.3 **41 to 28 days before arrival:** Cancellation charge will be 60% of the total cost of your stay.
 - 5.4.4 **27 to 15 days before arrival:** Cancellation charge will be 90% of the total cost of your stay.
 - 5.4.5 **14 or less days before arrival:** Cancellation charge will be 100% of the total cost of your stay.

6.0 If we change your Booking

- 6.1 In the unlikely event it becomes necessary to change your Booking, in total or in part, Rathfinny will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of: accepting the changed arrangements; or purchasing another Booking from Rathfinny (and paying or receiving a refund in respect of any differences); cancelling your Booking and receiving a full refund of all payments made.

7.0 If we cancel your Booking

- 7.1 We reserve the right to immediately cancel your Booking on the service of written notice if, in the unlikely event, that we require the premises for emergency use. Rathfinny shall have sole discretion for determining emergency use. In the event of an emergency, we shall use reasonable efforts to offer alternative on-site facilities for events in progress and forthcoming events. If this is not possible, Rathfinny will refund you any payments already made.
- 7.2 Rathfinny may at its sole discretion immediately cancel any booking on service of written notice without incurring any liability if:
 - 7.2.1 The booking may prejudice the reputation of Rathfinny;
 - 7.2.2 An event for which a booking is made is unlikely to be conducted or organised in a proper or suitable manner;
 - 7.2.3 Rathfinny receives evidence of any adverse alteration to your financial situation or the timing or amount of payments due to Rathfinny may not be met;
 - 7.2.4 You are in arrears of payments due to Rathfinny;
 - 7.2.5 You behave in any way that would be considered to be detrimental, offensive and contrary to normal expected standards of behaviour;
 - 7.2.6 If an event of force majeure occurs.

8.0 Your responsibilities

- 8.1 You shall be responsible for the orderly conduct of your Group. If your behaviour as a Customer or the behaviour of any member(s) of your Group is unacceptable to Rathfinny in its absolute discretion, Rathfinny reserves the right to insist on the offending individual(s) immediate departure from Rathfinny without thereby incurring any liability.
- 8.2 You are responsible for the cost of any externally contracted services or activities and for ensuring that all necessary statutory obligations or requirements specified by the Flint Barns manager in respect of such services or activities are complied with. Rathfinny reserves the right of prior approval of all such arrangements and its absolute discretion to refuse entry to the Premises to any contractor.

9.0 Liability

- 9.1 Rathfinny will ensure that the accommodation and/or other Service you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.

- 9.2 Where an element of your Booking is not provided to the standard stated in clause 9.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with clause 9.1 you shall be entitled to choose between: a full refund of the cost of your order (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you; or a free stay to the equivalent value of the services complained of, where such dates are agreed in writing by us.
- 9.3 You shall indemnify Rathfinny from and against any and all claims, proceedings, losses, liabilities, costs, damages and expenses suffered or incurred by Rathfinny as a result of:
- 9.3.1 loss and/or damage to the property (including vehicles) of Rathfinny, its employees, agents, contractors or of other third parties caused by any act, omission or default of the Customers; and
- 9.3.2 personal injury to, including disease, or death of Rathfinny employees, agents, contractors or to/of other third parties caused by an act, omission or default of the Customers.
- 9.4 Save as otherwise excluded or limited by applicable law, Rathfinny's total liability, whether in contract, tort, negligence, breach of statutory duty or otherwise, arising under or in connection with this Agreement shall be limited to the Agreement price.
- 9.5 Rathfinny accepts no liability, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, for any special, indirect or consequential loss or damage suffered or incurred by the you or your Group including, without limitation, any economic loss or other loss of use, turnover, profits, revenue, business or goodwill or business interruption.

10.0 Written communication

- 10.1 When using our website you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. By using this website you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11.0 Governing Law and Jurisdiction

- 11.1 The Contact is subject to English law and the exclusive jurisdiction of the English Courts.

12.0 Severability

- 12.1 If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

13.0 Changing these Terms and Conditions

- 13.1 We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking or purchase has been successful.

14.0 Force Majeure

- 14.1 Rathfinny will not be liable for any failure or delay in providing facilities, services, food or beverages as a result of events or matters outside its reasonable control (including but not limited to fire, storm, explosion, flood, act of god, act of terrorism, action of any governmental agency, shortage of materials or goods, utilities shut down, strike or lockout).

15.0 Valid ID Required

- 14.2 We work hard to create a safe and welcoming atmosphere for all of our guests. To assist with this you may be asked to provide valid ID on arrival at the Flint Barns. We reserve the right to ask for ID from any Customer or guest on check in. We reserve the right to refuse admission at our discretion.
- 14.3 Acceptable forms of ID are passport, driving licence, approved photo ID, identity cards, student ID and credit cards that match the name on the booking