

## **Terms and Conditions**

The Bingham is a trading name of the Bingham Hotel and Restaurant Limited. The Bingham has a restaurant, a venue for weddings and events, bedrooms for accommodation; it also offers gift vouchers for purchase and treatments and studio classes with bhuti. The terms and conditions for each of our business divisions and bhuti are as follows:

1. Restaurant
2. Weddings & Events (Banqueting & Function)
3. Bedrooms
4. Gift Vouchers
5. bhuti

### **1. Restaurant**

Reservations for the restaurant and bar are subject to the terms and conditions as follows:

- 1.1. Booking is advisable and restaurant reservations can be made by telephone on 020 8940 0902 [1], email to [reservations@thebingham.co.uk](mailto:reservations@thebingham.co.uk) or through [Bookatable](#).
- 1.2. Sample menus and our wine list are available to view online at <https://www.thebingham.co.uk/restaurant-menus.html>. Please inform us of any special dietary requirements or requests for special occasions at the time of booking. The Bingham will confirm your reservation by email.
- 1.3. We kindly request that you keep to the table time requested. If you are unavoidably late, please contact us as we may only be able to hold your table for 30 minutes. Please note our return table time for dinner is two and a half hours and lunch is one and a half hours from the time the table is reserved from.
- 1.4. Larger groups of 8 or more can be accommodated on more than one table, or in a private dining room contact [events@thebingham.co.uk](mailto:events@thebingham.co.uk). For parties of 8 or more, a deposit may be required.
- 1.5. Credit/debit card details are required at the time of booking. Guests who wish to cancel or rearrange a reservation are required to give 24 hours' notice prior to arrival. For cancellations with less than 24 hours' notice, our cancellation policy is to charge £30 per person for lunch, dinner and £25 per person for afternoon tea.
- 1.6. The Bingham has a limited number of car parking spaces and we recommend that you reserve a space as early as possible to avoid disappointment (spaces are subject to availability). Car parking spaces are reserved on a first come first served basis at a charge of £5 per space for either a lunch, dinner or afternoon tea reservation.
- 1.7. Service times:

#### **Breakfast**

Monday – Friday  
7.00am – 10.00am

Saturday – Sunday  
8.00am – 10.00am

### **Lunch**

Monday – Saturday  
12.00pm – 2.30pm

Sunday  
12.30 – 19.30

### **Dinner**

Monday – Thursday  
6:30pm – 10.00pm

Friday – Saturday  
6:30pm – 10.30pm

### **Afternoon Tea**

Monday – Saturday  
3:30pm – 5.30pm

Sunday  
4.00pm – 7.00pm

### **Lounge Bar**

A bar food menu is available daily from 12.00pm – 22.00

## **2. Weddings and Events (Banqueting & Function)**

All reservations for functions are subject to the terms and conditions as follows:

- 2.1. Provisional bookings can be held for 7 days. A non-refundable deposit which is the amount of the room hire is required to reserve a function room and is due to be paid upon signature and return of contract and will be credited towards the total cost of your event. If room hire is not applicable, a non-refundable deposit of 25% of the total estimated revenue is required to reserve the function room. Without payment of this deposit, provisional bookings are automatically released after 7 days.
- 2.2. Payment of the remaining estimated amount shall be made by the Client to the Hotel 1 month prior to the date of the function. This amount is subject to change once details are finalised. An 8% service charge on food and beverage will be added to the final bill. If room hire does not apply, then a 12.5% service charge will be added. Credit card details are required to guarantee all other expenses incurred on the day.
- 2.3. The menu and all other details of your function are to be finalised a minimum of 30 days prior to the date of your event(s) and are subject to the terms and conditions described therein.

- 2.4. Final updates on guest numbers and requirements are required by noon on the Monday preceding the week of the event. If the expected number of guests is less than the guaranteed minimum number, the guaranteed minimum number of guests will be charged for.
- 2.5. The success of any function at the Bingham is in part due to the detailed planning arrangements in which punctuality plays a major part. If there are any last minute changes to the programme caused by the Client which results in additional cost to the Bingham, these will be passed on to the Client for reimbursement.
- 2.6. The room access and vacant times quoted for each function must be strictly adhered to. All guests must have departed and equipment removed, by the vacant time. Meeting and function space is reserved only for the time(s) indicated and may be used by the Bingham for other activities during the times not covered in Contract. All extended set up and tear down times must be specified and included in the schedule of events.
- 2.7. Any music on the terrace must end at 19.00hrs and be moved into the Garden rooms. This cannot be amplified music and could only be a string quartet, harpist or guitarist. No singing is permitted. Acoustic drum kits are not permitted at the hotel however an electronic drum kit would be accepted. Any loud music by DJ or band must end at 23.00hrs. Any background music has to end at 24.00hrs.
- 2.8. The Client is deemed to be responsible for the orderly conduct of guests attending the function and will ensure that no nuisance or noise is caused either to the Bingham or its other guests.
- 2.9. No food or beverage of any kind may be brought into the Bingham by a Client (with the exception of wedding, christening or other celebration cakes) without the written permission of the Bingham and are subject to such service and/or wage charges as are deemed necessary by the Bingham. The Bingham reserves the right to inspect and control all private functions.
- 2.10. Any entertainment and decorations must be approved by the Bingham in writing and should be sympathetic with the style of the hotel. Any flowers or decorations brought to the hotel must be collected within 24 hours from the event otherwise the hotel has the right to discard.
- 2.11. The Bingham cannot assume liability for any personal property and equipment of the Client or the Client's guests or invitees brought to the Bingham unless handed to the Bingham for safekeeping and a receipt given.
- 2.12. Cancellation charges: the deposit is non-refundable. An additional cancellation fee may be charged and is payable upon demand, in the event of cancellation of all or part of your programme, after acceptance of the booking by the Bingham. The fee will be based on catering pricing in effect at the time notification of cancellation is received by the Bingham. These amounts are due as liquidated damages and not as a penalty. The following schedule will apply:
- 2.13. The guarantee deposit is non-refundable  
120 – 91 days – 25% of the anticipated revenue  
90 – 31 days – 60% of the anticipated revenue

30 – 15 days – 85% of the anticipated revenue

14 – 0 days – 100% of the anticipated revenue

- 2.14. Should another client re-book the room and date with a comparable function after cancellation by the Client, all or a portion of the advance deposit and cancellation fee may be refunded to the Client at the absolute discretion of the Bingham.
- 2.15. Value Added Tax at the applicable rate is included in all food, beverage and other charges, unless otherwise stated. Cheques are to be made payable to the Bingham. Any invoice outstanding for more than 14 days will bear interest at the rate of 1.5% per month (18% per annum) until paid, unless the rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Credit Accounts are due for payment within 7 days of receipt of invoice.
- 2.16. If for any reason beyond the Bingham's reasonable control (including but not limited to strikes; employee disputes; acts of terrorism; acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Bingham) it is impossible or illegal for the Bingham to perform its obligations under this Agreement, such non-performance is excused and such party may terminate this Agreement without further liability of any nature, and any Deposits shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Deposits may be applied to the rebooked Event.

### **3. Bedrooms**

- 3.1. Check-in is from (15:00 GMT) and check-out is (11:00 GMT).
- 3.2. A Group Booking policy applies to bookings of 4 or more bedrooms.
- 3.3. For individual room bookings of 4 rooms or less, our standard cancellation policy is 48 hour prior to arrival (15:00GMT) without penalty. For cancellations within 48 hours, shortening of stays and for non-arrival, the full rate of the first night's stay will be charged to the card details given as guarantee. This policy does not apply to rooms booked as part of the Advance Purchase or Seasonal package which may not be cancelled and are non-refundable.
- 3.4. For individual room bookings made within 48 hours prior to arrival (15:00GMT), the standard cancellation policy applies.
- 3.1. For group bookings of 5 rooms or more, our cancellation policy is 7 days prior to arrival (15:00GMT) without penalty. This applies to part cancellations of one or more rooms, full cancellations, shortening of stays and non-arrival. Exclusive use bookings whereby the entire property is hired including all 15 bedrooms are governed by a separate set of terms and conditions and this clause does not apply.
- 3.2. Exclusive use bookings whereby the entire property is hired are governed by a separate set of terms and conditions and this clause does not apply to bedroom cancellation for such contracts.
- 3.3. The Bingham has a strict no smoking policy in all of its bedrooms. Failure to adhere to this policy will result in a £100 extra charge.

- 3.4. The Bingham has a limited number of car parking spaces and we recommend that you reserve a space as early as possible to avoid disappointment (spaces are subject to availability). Car parking is charged at £10 per space, per night.

#### **4. Gift Voucher Consumer Terms and Conditions & Conditions of Use**

These terms and conditions ("Consumer Terms and Conditions") govern the use of the Bingham Gift Voucher Portal (the "Voucher Portal") whose web address is <https://bingham.giftvouchers.uk.com/>. You are required to access this Voucher Portal in order to purchase a Bingham on-line gift voucher. This portal is operated and managed by Gift Bonobo Limited ("Gift Bonobo"), acting as an agent on behalf of the Bingham. Gift Bonobo will collect payments from you on behalf of the Bingham for the purchase of Bingham Gift Vouchers. Gift Bonobo is a company incorporated in England (No 9805299) with its registered office at Longbarn Village, Alcester Heath, Alcester, Warwickshire, B49 5JJ. The Bingham has other terms and conditions which apply to the use of their own website, <https://www.thebingham.co.uk/>.

By using the Bingham Gift Voucher Portal, you shall have deemed to have accepted and be legally bound by the Consumer Terms and Conditions. You shall be asked to agree to the Consumer Terms and Conditions before placing an order (including the terms and conditions of use of the Bingham Gift Voucher in clause 4.11 below). If you breach, or do not accept these Consumer Terms and Conditions or the terms and conditions of use of the Gift Voucher, your permission to order any Gift Vouchers and use the Bingham Gift Voucher Portal automatically terminates.

The Bingham reserves the right to vary the Consumer Terms and Conditions from time to time. It is your responsibility to regularly review the Consumer Terms and Conditions before each purchase to keep up to date with any changes made to them. Any changes to the terms and conditions of use of the Bingham Gift Voucher will also be listed on the relevant product page of the Bingham Gift Voucher Portal. If changes are made to the Consumer Terms and Conditions which apply to orders previously made, we will notify the consumer with reasonable advance notice of such changes to the email address details provided by the Consumer at the point of purchase. If you are not happy with such changes, you have the right to cancel the order. Under these circumstances, you have the right to cancel one or all Bingham Gift Vouchers previously purchased. After receipt of your notice of cancellation, Gift Bonobo will arrange a full refund of the price you have paid, together with any previously incurred postal delivery charges ordered by the Consumer for the shipment of Bingham Gift Vouchers (irrespective of whether you have already received the Bingham Gift Voucher). If you have already received the Bingham Gift Voucher and subsequently cancel due to the above, the physical gift voucher should be destroyed as neither you nor the recipient will be able to redeem it. As you are a consumer, we are under a legal duty to supply products that are in conformity with our contract with you. As you are a consumer, you have legal rights in relation to products that are faulty or incorrectly described. These legal rights are not affected if you exercise your rights to cancel or by the operation of any other terms in these terms and conditions. Advice about your legal rights, including your right to cancel the contract, is available from your local Citizens' Advice Bureau or

Trading Standards office.

#### 4.1. Purchase

- 4.1.1. The Bingham Gift Voucher Portal offers gift vouchers for sale ("Gift Voucher").
- 4.1.2. The contract for sale of any Gift Voucher only exists between you and the Bingham when the Bingham accepts your order by way of a confirmation email (issued by Gift Bonobo) detailing that payment has been received in full, the content of the Gift Voucher purchased and confirming your details (the "Confirmation"). This acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Gift Bonobo (on behalf of the Bingham) sends the Confirmation to you (whether or not you receive that Confirmation). The Confirmation constitutes an acceptance by the Bingham to supply a Gift Voucher(s) from the Bingham or a third party supplier that is engaged by the Bingham. In the event of any inconsistency or conflict between the Consumer terms and conditions, the Confirmation or the details on the product page of the Bingham Gift Voucher Portal, the Consumer Terms and Conditions shall prevail to the extent of the conflict or inconsistency.
- 4.1.3. You must check that the details outlined on the Confirmation are correct as soon as possible and you should print and retain a copy of the Confirmation for your records.
- 4.1.4. When purchasing a Bingham Gift Voucher through the Voucher Portal or on the telephone, payment shall be taken by credit or debit card. The following cards are acceptable, Mastercard, Visa, Delta and Maestro. Please note that any payments debited or credited to your account will appear on your statement as being from Gift Bonobo.
- 4.1.5. You undertake that all details you provide to the Bingham Gift Voucher Portal and Gift Bonobo for the purpose of ordering any Gift Vouchers are correct, that the credit or debit card you are using is your own and that there is sufficient funds to cover the cost of the Gift Voucher ordered.
- 4.1.6. In order to protect your details during purchase, the Voucher Portal uses a software package known as Secured Sockets Layer (SSL), which is indicated by a padlock which will appear your browser.

#### 4.2. Issuing Bingham Gift Vouchers

- 4.2.1. Each Bingham Gift Voucher is subject to the terms and conditions of use which can be viewed on the Voucher Portal alongside each individual Bingham Gift Voucher type which shall apply in addition to the terms of the Consumer Terms and Conditions. All prices on the Voucher Portal are inclusive of VAT (where applicable).
- 4.2.2. Orders will be dispatched in accordance with the following timescales:  
For orders placed on a working day (Monday - Friday, excluding bank holidays) before 12 noon, the order will be despatched the same day.  
For orders placed on a working day after 12 noon or on a weekend day or bank holiday, the order will be despatched the next working day.
- 4.2.3. Once your order has been processed by Gift Bonobo (on our behalf), Gift Bonobo shall be responsible for issuing the Gift Voucher by postal delivery or email. In respect of postal deliveries, Gift Bonobo uses Royal Mail to deliver your order. Please note that postage and packaging charges are not included in the Gift Voucher prices. Any postage and packaging charges

which apply are advised to you during the check-out and ordering process before you confirm your order. The following supplements will apply:

Email - £0.00

First Class - £2.95

UK Special Delivery - £6.95

Postal deliveries can be made by first class (or special delivery, airmail or international signed for if requested) and will be confirmed in the Confirmation. Please allow seven (7) days for UK delivery during peak postal time. There is no dispatch or delivery on UK bank holidays or weekends. Please note that delivery is made by Royal Mail. Neither the Bingham nor Giff Bonobo can be held responsible for delays caused by the postal system. Neither the Bingham nor Giff Bonobo accepts liability for any delay which may occur in the delivery times which are due to circumstances outside their control. You may cancel an order in such circumstances. To cancel your order, please contact Giff Bonobo by email at [vouchers@giftBonobo.co.uk](mailto:vouchers@giftBonobo.co.uk) or by phone at 0330 024 9033.

- 4.2.4. The following mailing options are available to customers ordering from the UK:
- 4.2.4.1. *UK 1st class delivery* - standard Royal Mail UK 1st class delivery service. Please allow 5 working days for the Gift Voucher to be delivered by Royal Mail. Please note that UK First Class post does not guarantee delivery within above timescales, and cannot be traced if it goes missing.
- 4.2.4.2. *UK Special delivery* - standard Royal Mail UK Special delivery. This will be tracked by Royal Mail and requires a signature from the recipient. Special Delivery guarantees receipt of the Gift Vouchers by 1pm on the next working day (not weekends). Please make sure that you (or the recipient) are available to sign for the delivery otherwise it will be returned to the sorting office for collection. Please note that if you place an order on a Friday before 12 noon, Royal Mail will not guarantee delivery on Saturday but will guarantee delivery by the next working day (ie, Monday but excluding bank holidays).
- 4.2.4.3. *Email (Where Available)* - An automatic email with your Bingham Gift Voucher(s) will be sent as soon as the transaction is completed. This is a system generated email and therefore may go to the email recipient's junk or spam email folder. Please also take care when entering email address that it is correct.
- 4.2.5. On rare occasions following despatch of Gift Vouchers, items get lost in the post. If you have not received your order 5 working days after placing the order, please contact Giff Bonobo in accordance with the contact details set out in clause 4.1 below. Giff Bonobo may need to cancel your original order and issue you with a new Bingham Gift Voucher. In this situation you should destroy the original Bingham Gift Voucher if it is eventually received as you will not be able to redeem it.
- 4.2.6. Pursuant to the payment of applicable postal charges, if the delivery deadline for any Bingham Gift Vouchers is missed and any of the following apply, then you may cancel your order straight away:
- Giff Bonobo (or the Bingham) has refused to deliver the Bingham Gift Voucher;
  - delivery within the delivery deadline was essential (taking into account

- all relevant circumstances); or
- you confirmed to Gift Bonobo (or the Bingham) before the Bingham confirmed your order that delivery within the delivery deadline was essential.

If you do not wish to cancel your order straight away, or do not have the right to do so under this clause 4.2.6., you can give Gift Bonobo a reasonable revised delivery deadline (in accordance with your original postal instructions). You have the right to cancel, should the new deadline not be achieved.

If you elect to cancel your order for late delivery under this clause 4.2.6. and you have ordered multiple Gift Vouchers, you may cancel in respect of one or all of the Gift Vouchers. After you cancel your order Gift Bonobo will refund any sums you have paid to Gift Bonobo for the cancelled Bingham Gift Voucher and its incurred postal delivery charges.

#### 4.3. Cancellations

4.3.1. Please remember that, in addition to the terms included in the Consumer Terms and Conditions, the terms and conditions which will apply to each Gift Voucher may be individual to each Gift Voucher and can be viewed on the Bingham Voucher Portal alongside each individual Gift Voucher. The following provisions in this section 4.3. will apply in respect of all Gift Vouchers, unless:

- (a) the Gift Voucher is for a specified date or period of performance; or
- (b) the Gift Voucher is for:
  - any products made to your specification or clearly personalised;
  - newspapers, periodicals or magazines with the exception of subscription contracts for the supply of such publications;
  - any goods which are liable to deteriorate or expire rapidly (such as food or fresh flowers);
  - any alcoholic beverages where (i) their price has been agreed at the time of the conclusion of the contract; (ii) the delivery of them can only take place after 30 days, and their value is dependent on fluctuations in the market which cannot be controlled by the trader; or
  - software, DVDs or CDs which have a security seal which you have opened or unsealed, in which case the Gift Voucher is non-refundable and non-transferrable unless otherwise agreed by the Bingham.

4.3.2. All specific arrangements regarding booking dates and times must be made directly with the Bingham and you should reconfirm any arrangements made with the Bingham or its 3<sup>rd</sup> parties a few days before the event to avoid disappointment. The Bingham will use all reasonable endeavours to meet your request but cannot guarantee any specific date or time.

4.3.3. Nothing in the Consumer Terms and Conditions or any additional terms and conditions applicable to a Bingham Gift Voucher alter or affect your statutory rights (including your right to receive a refund for faulty or incorrectly described Gift Vouchers).

4.3.4. Under the Consumer Protection Contracts Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your order with the Bingham starting from the date that Gift Bonobo sends you

the confirmation (which is when the contract is formed with the Bingham), until either:

- (a) 14 days from the period after the day of receipt of your Gift Voucher (the "Cancellation Period") if your contract is for one Gift Voucher; or
- (b) 14 days from the day after the day of receipt of the last of the Gift Vouchers ordered (the "Cancellation Period"), if your contract is for multiple Gift Vouchers which are delivered on separate days.

- 4.3.5. If you wish to cancel your order either before or after you receive the Gift Voucher, you must notify Gift Bonobo within the Cancellation Period that you have decided to cancel the contract. The easiest way to do this is to contact Gift Bonobo in accordance with clause 4.1. If you decide to cancel by email your cancellation will be effective from the date you sent Gift Bonobo the email.
- 4.3.6. Should you cancel the contract within the Cancellation Period, Gift Bonobo will refund you the price you have paid for the Gift Voucher(s) within 14 days after the day on which Gift Bonobo receives the notice of cancellation from you (irrespective or not of whether you have received the Bingham Gift Voucher).
- 4.3.7. This refund will include the delivery charge paid by you (providing (i) you have cancelled your order within the Cancellation Period; or (ii) the Gift Voucher is faulty or incorrectly described, in which case Gift Bonobo will refund the delivery charges (if the postal delivery option was purchased). In respect of a refund of the delivery charges paid by you, the maximum refund will be the costs of delivery by the least expensive delivery method offered (the cost of UK First Class post). If you have already received the Bingham Gift Voucher which you have cancelled, you should destroy it. If Gift Bonobo finds, after it has received your notice of cancellation that you have attempted to use the Gift Voucher, you shall not be entitled to a refund.

#### 4.4. Complaints Procedure and after sales customer assistance

- 4.4.1. If you have any questions relating to a purchase you are considering or how to redeem your Gift Voucher, please contact the Bingham. If your query relates to payment, cancellation or despatch, please direct your queries to Gift Bonobo. You can contact the Bingham on 020 8940 0902 or by email at [reservations@thebingham.co.uk](mailto:reservations@thebingham.co.uk). You can contact Gift Bonobo on 0330 024 9033 or by email at [vouchers@giftBonobo.co.uk](mailto:vouchers@giftBonobo.co.uk).
- 4.4.2. There are also further details relating to purchasing and use of Gift Vouchers within Gift Bonobo's Frequently Asked Questions on the Gift Voucher Portal.

#### 4.5. Liability

- 4.5.1. This section applies only to the extent permitted by law. For the avoidance of doubt, the Bingham does not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from the Bingham's negligence or wilful default, or that of Bingham's employees, agents or subcontractor or (b) fraudulent misrepresentation.
- 4.5.2. In the event that the Bingham breaches their contract with you, the Bingham shall be responsible for refunding the cost of the Bingham Gift Voucher. The Bingham shall not be liable to pay any other compensation or

losses suffered by you as a consequence of the Bingham's breach of contract.

- 4.5.3. The Bingham agrees to provide the services for which the Bingham Gift Voucher was purchased in accordance with the description on the Bingham's Voucher Portal and Bingham Gift Voucher at all times with reasonable skill and care. The Bingham makes no other warranty or representation.

#### 4.6. Copyright

The Bingham Gift Voucher Portal is protected by copyright, and other intellectual property rights and laws. You may view the Web Site and download part(s) of it to a personal computer for personal viewing for private purpose, but for no other purpose whatsoever. NONE OF THE CONTENT MAY BE DOWNLOADED, COPIED, REPRODUCED, TRANSMITTED, STORED, SOLD OR DISTRIBUTED FOR ANY NON PERSONAL PURPOSE WITHOUT OUR PRIOR WRITTEN CONSENT.

#### 4.7. Privacy

- 4.7.1. Your privacy is important to us, and we are committed to maintaining the privacy of any personal information received from you. We subscribe to the principles of UK data protection legislation. By giving us your details you accept that we will be able to use them for operational purposes including providing your details to our payment collector and agent, Gift Bonobo.
- 4.7.2. In using your personal data for operational purposes we (including Gift BONOBO) may send your information internationally including to countries outside the EEA (for example to the U.S.A.). By accepting the Consumer Terms and Conditions you acknowledge that some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK, and you consent to your data being transferred to such countries.

#### 4.8. Disclaimer

By accessing and using the Bingham Voucher Portal, or any of the information on it, you acknowledge that, while reasonable endeavours have been used to ensure that all information contained on it is correct, accurate and up to date, neither Gift Bonobo nor the Bingham make any warranties, representations or undertakings that the material on the Bingham Voucher Portal will be free from infections, viruses, worms, trojan horses and/or other codes that have contaminating or destructive properties. (It is your responsibility to take protective steps such as virus checking).

#### 4.9. General provisions

- 4.9.1. If we fail to insist that you perform any of your obligations under the Consumer terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.
- 4.9.2. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 4.9.3. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by an event outside our control. An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 4.9.4. We may transfer our rights and obligations under these terms and conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

#### 4.10. Governing Law and Jurisdiction

The Bingham Voucher Portal and the Consumer Terms and Conditions are governed by and construed in accordance with English law and the consumer hereby submits to the non-exclusive jurisdiction of the English courts in all matters relating to such use of the Bingham Gift Voucher Portal and in relation to these Consumer Terms and Conditions.

#### 4.11. Gift Voucher Terms & Conditions of Use

- 4.11.1. A Bingham Gift Voucher can be used from the date of issue for a period of six months, (expired vouchers are not accepted). Upon expiry, the voucher can no longer be redeemed for Bingham goods or services.
- 4.11.2. A Bingham Gift Voucher can be activated with a minimum value of £20.
- 4.11.3. The voucher is non-transferrable.
- 4.11.4. There is no cash alternative.
- 4.11.5. A Bingham Gift Voucher is only redeemable for services at the Bingham or its sister company, bhuti.
- 4.11.6. Your voucher must be presented at the Bingham, when redeeming it. Cash Value; any residual amount of a cash value/monetary voucher may be issued in the form of another voucher. Experience Vouchers: Vouchers gifted for a hotel experience or bhuti treatments or membership offers are offered subject to availability (and may not be valid on certain seasonal or public holidays i.e. Valentine's Day, Good Friday, Easter Sunday, Valentine's Day, August Bank Holiday, Christmas Eve, Christmas Day, Boxing Day, and New Year's Eve). The voucher does not include any incidental charges beyond the inclusion of the stated experience. Dining/Afternoon Tea Vouchers: Advance booking is strongly recommended, please be advised that there are certain restaurant events where our a la carte/tasting menu will not be available (i.e. Valentine's Day, Christmas Day). Restaurant Vouchers may not be used in conjunction with any discount or promotion.
- 4.11.6.1. We strongly advise booking in advance for restaurant, afternoon tea and accommodation reservations.
- 4.11.6.2. The Bingham cannot be held liable for Gift vouchers used by anyone else, are subsequently lost, stolen or damaged.
- 4.11.6.3. Customers must be present with a gift card in order to make purchases of services at the Bingham.

- 4.11.6.4. The Bingham reserves the right to refuse to accept a gift voucher it deems to have been tampered with, duplicated, damaged or which otherwise is suspected of fraud.
- 4.11.6.5. The Bingham reserves the right to change any of these terms and conditions from time to time without notice and to take appropriate action including cancellation of the voucher at its discretion if it deems such action necessary (e.g. to change the scope of the gift voucher services, notify of the service's withdrawal or in the event of circumstances beyond its control).

## **5. bhuti Terms and Conditions & Conditions of Use**

bhuti is our sister, eco wellbeing centre on Richmond Hill at which our overnight guests can enjoy membership benefits, access to their studio classes and discounts on treatments. For bhuti's full terms and conditions please visit <https://bhuti.co/terms-conditions/>.

### **5.1 full membership**

A bhuti member may cancel their membership by giving one complete calendar month's written notice and such notice may be given at any time after the date of commencement of the membership.

If the contract includes a monthly payment, no refund or partial refund of the monthly fee can be made. The monthly payments will then be stopped one calendar month after the written notice is received by bhuti on the date next payment due date.

If the contract is a yearly membership where the full payment has been made in advance, a partial refund, calculated pro rata to the full membership fees payable for such a period, taking account of the current monthly subscription rate, deducting one calendar months' notice, and admin fee.

Membership can only be frozen for up to one month per the calendar year and is subject to a £15 admin fee.

### **5.2 studio, weekday, weekend and treatment membership**

No cancellation and suspension in the first 6 months. Thereafter the member may cancel the membership by giving one complete calendar months written notice to terminate the membership.

Any memberships under six months, cannot be cancelled or frozen, unless there is a medical reason supported by a Doctor's note. Any changes or freezes to memberships will be subject to an admin charge of £15.

### **5.3 being at bhuti**

bhuti is a space for like-minded souls and as such we require you to respect the quiet, speaking on mobile phones is not permitted in the members' space.

Only food and drink purchased at bhuti is permitted to be eaten in the cafe or members space.

We reserve the right to exclude a member or guest in the event of unreasonable behaviours such as loud, intoxicated, or abusive behaviour to other members, our team or guests or anything that can disturb the peace.

#### 5.4 concessions and couples membership

Proof of age must be shown for a concessions membership along with proof of the same residence for a couples membership.

We regret that we cannot include any concession memberships in bhuti's membership promotions or discounts that we may run from time to time.

#### 5.5 treatments cancellations policy

Please provide at least 24 hour's notice should you wish to cancel or change your appointment, to avoid a 100 % cancellation charge. To cancel your appointment, do so online or by phone. A credit card number is required as guarantee for all treatment bookings, and for complementary therapies, promotional packages or spa day's full payment is required as a deposit.

For groups of 4 or more 1 week's notice cancellation is required and full payment as deposit.