

## Village Standard Terms and Conditions

### YOUR ATTENTION IS DRAWN TO CLAUSES 16 AND 17 (LIABILITY)

These are the standard general terms and conditions on which we supply our services to you, whether you book a hotel room, visit our spa, book a meeting or event or use any of our other facilities.

If you wish to join or are already a member of one of our Village Gyms, the terms displayed on your gym website will apply.

If you are a hotel guest, using one of our Village Gyms when you stay with us, please ensure you comply with these terms and our Room Booking Conditions.

#### 1. Additional Terms and Promotion Terms

As each of our services are slightly different, you must also read the corresponding Terms' in conjunction with these standard terms, as these documents constitute the 'contract' between us (referred to as 'contract' throughout). Our Additional Terms can be found on our website under the heading of the service being offered.

From time to time, we may also offer certain promotions on our products and services. If you redeem any promotional offer, it will be subject to corresponding 'Promotion Terms' which can be found by following the link: <https://www.village-hotels.co.uk/tcs/promotions> or accompanying our promotion materials.

In the case of conflict between our various legal documents, the order of precedence is, in descending order:

- (1) Promotion Terms; and
- (2) Any Additional Terms including but not limited to Village Gym; Booking Revolution; Website; Rooms; Spa; VWorks; Meeting and Events; and
- (3) Village Standard Terms and Conditions

If you aren't sure which terms apply to you, please contact us using the details outlined below before you make a Booking (see clause 4).

#### 2. Helpful Definitions

Please see the table below, which includes some helpful definitions you will see used throughout these Standard Terms and Conditions and Additional Terms :

**Booking Agreement** means the agreement entered into between us, for any Booking that relates to goods or services;

**Booking** means a booking for use of any of our services or facilities, including but not limited to, room bookings, meeting and event bookings, spa treatment reservations, or any other promotional booking;

**Booking Start Date** means the first date on which the Booking is due to start; **Deposit** means the sum of money requested by Village as a deposit for a Booking; **Total Contract Price** means the total price of the Booking, payable by you;

**Village Gym** means one of our state-of-the-art leisure clubs with the latest fitness equipment and a variety of fitness classes at a Village Hotel;

**Village Hotel** means the hotel at which the Booking is due to take place; and

**Village Spa** means one of our Village Hotel spa facilities.

**VWorks** means the dedicated business services and mobile desk facility in a Village Hotel

### 3. Why you should read the contract and when it begins

Please read these terms carefully before you enter into a Booking. The terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in any terms or Booking with us, please contact us to discuss.

Please review the Additional Terms that apply to you for more information. If you are not sure which terms apply, please contact us before making a Booking.

### 4. Information about us and how to contact us

**Who we are.** We are Village, a company registered in England and Wales as follows:

<b>Company Name</b>	VUR Village Trading No 1 Limited
<b>Company Number</b>	418878
<b>Registered Office</b>	Cygnets Court Ground Floor, 230 Cygnets House, Centre Park, Warrington, Cheshire, England, WA1 1PP

**How to contact us.** You can contact us by telephoning our customer service team at:

<b>Telephone</b>	01925 377 535 or by calling one of our Village Hotel customer service teams directly. You will find each of our Village Hotel's contact details here: <a href="https://www.village-hotels.co.uk/">https://www.village-hotels.co.uk/</a>
<b>Email</b>	Please use our online contact form available here: <a href="https://www.village-hotels.co.uk/contact-us/">https://www.village-hotels.co.uk/contact-us/</a>
<b>Post</b>	Village Hotels Club, Cygnets Court, Ground Floor, 230 Cygnets House, Centre Park, Warrington, Cheshire, England, WA1 1PP

**How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Booking or if you booked via a third party then we may contact you via that third party.

**"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 5. Use of your Personal Information

We will only use your personal information as set out in our [Privacy Policy](#).

### 6. Are you a business customer or a consumer?

In some areas you will have different rights under the contract depending on whether you are a business or consumer. You are a consumer if you are an individual, or, your Booking or the purchase of products is wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession). All clauses that relate to businesses only are stated as such.

## **7. Entire agreement (for businesses only)**

If you are a business customer these terms, together with the corresponding Additional Terms and our Privacy Policy constitute the entire agreement between us in relation to your Booking or purchase of products. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.

## **8. Guest Rules**

8.1 You must ensure you (and your own guests if applicable) behave responsibly, at all times, whilst at one of our hotels. Staff employed by Village reserve the right to ask you to leave the premises for any unacceptable behaviour, including but not limited to, verbal or physical abuse towards our staff or other guests.

8.2 You shall ensure that you (and your own guests if applicable) have regard to any regulations imposed by any competent authority, and that nothing shall be done which will constitute a breach of the law.

8.3 Smoking is strictly prohibited throughout all public areas and bedrooms at all our hotels. The use of e-cigarettes throughout our hotels is also prohibited, in both public areas and guest bedrooms. A £100 (one hundred pounds) charge will apply to anyone found smoking in a bedroom.

8.4 Village operates a responsible drinking policy throughout its hotels and staff employed at the hotel reserve the right to refuse service if you are in contravention of this clause.

8.5 Village has a no pets allowed policy. We do not allow pets in our hotel bedrooms or the public areas, except for guide or assistance dogs.

8.6 Village has a zero tolerance approach to the use of illegal drugs on Village Hotels premises.

8.7 It is your responsibility to ensure that all of your personal possessions and valuables are kept safe and secure at all times whilst visiting any of our Village Hotels (including any Village Spa and/or Village Gym). We accept no responsibility for the loss of, or damage to, your personal possessions and valuables, unless such loss or damage is caused by us. You must ensure that any valuable items are covered by your own insurance. Please note that Village Hotels does not provide safes in rooms.

8.8 Children are classed as those between the ages of 2 to 12 years old.

8.9 All bookings must have at least one guest who is an adult who is aged over the age of 18.

## **9. Information required from you**

We may need certain information from you so that we can supply the services to you. If so, we will ask you to confirm additional information at the time of Booking. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

## **10. Promotions**

10.1 Offers cannot be used in conjunction with any other offer that we may be promoting at the time of your Booking. Only original vouchers will be accepted, we do not accept photocopies. We may cancel or withdraw any promotion or offer at any time and at our sole discretion.

10.2 If a Village Hotel deems that you do not meet the eligibility criteria, their decision is final.

10.3 We shall not be liable to you if you suffer any financial loss or damage from our refusal to allow you to take part in the promotion or our withdrawal of the promotion or any failure or inability by you to use the promotion for any reason.

10.4 The voucher must be physically presented to at the point of redemption, alternatively the voucher code must be quoted. The full value of the voucher amount must be redeemed in a single transaction.

10.5 Vouchers cannot be exchanged for cash and no change shall be given.

## **11. Price and payment**

11.1 Please check our Additional Terms for our payment terms for each of our services, including when payment should be made and where you can find our prices.

11.2 All prices include VAT (value added tax, at the prevailing rate). Should the VAT rate change, the increase or reduction will be passed onto you and charged or refunded to you where appropriate.

11.3 We take all reasonable care to ensure that our prices are correct. It is always possible that,

despite our best efforts, some of the services, or products we sell, may be incorrectly priced. We will normally check prices before accepting your Booking. If the correct price at the time of your Booking is higher than the price stated to you, we will contact you for your instructions before we accept your Booking. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you and cancel any Booking made with us.

11.4 We may accept payment by cash (when booking at one of our hotels in person, which is at our sole discretion) and most debit or credit cards except Diners Club cards.

11.5 Where you make a payment on a credit card and you make an unjustified chargeback, then you will be liable to pay to us, within seven (7) days following written request: 11.5.1 an amount equal to the amount of the chargeback;

11.5.2 all third party expenses incurred by us in relation to the charge back (including charges made by our bank or your bank/credit card company);

11.5.3 a reasonable administration fee; and

11.5.4 all our reasonable costs, losses and expenses incurred in recovering the amounts subject to the charge back (including without limitation legal fees and debt collection fees).

11.6 **Set Off (for businesses only)** If you are a business customer you must pay all amounts due to us under this contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.7 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.8 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 12. Refunds

12.1 If you are entitled to a refund under the contract we will refund you the price you paid, by the method you used for payment. However, we may make deductions from the price, as described below.

12.2 We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

12.3 We will make any refunds due to you as soon as possible, in any event, your refund will be made within 14 days of your telling us you have changed your mind.

12.4 Please review the Additional Terms for the services you requested for more information, or contact us for more information.

## 13. Returning Goods

If you purchase any goods from any of our Village Hotels, for example, a beauty product from a Village Spa or a product from a Village Gym and you change your mind and wish to return or exchange the item, you have fourteen (14) days to do so. Please ensure the item is in a re-saleable condition in unopened packaging and has not been used. You must also bring your proof of purchase and you may only return goods to the Village Hotel from which you made the purchase.

## 14. Your rights to make changes and to end the contract

If you wish to make a change to your Booking or end this contract, please review the Additional Terms that apply to the service or booking that you requested and contact us. If you think you have a legal right to end the contract because of something we have done wrong, please contact us using the details in clause 4.

## **15. Our rights to end the contract**

15.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

15.1.1 you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;

15.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or

15.1.3 you do not comply with the terms of any Additional Terms applicable to you. 15.2 If we end the contract in the situations set out in clause 15.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

15.3 We reserve the right to cancel any Booking or offer alternative facilities to you without any liability on our part in the event of:

15.3.1 any occurrence beyond our reasonable control, which would prevent us from performing our obligations in connection with the relevant booking; or

15.3.2 if the Booking might, in our opinion, prejudice our reputation;

15.3.3 if you have not paid any applicable deposit or you are in arrears of any other payments with us;

15.3.4 if we become aware of any alteration in your financial situation;

15.4 We reserve the right to terminate the Booking immediately, at any time before or during the Booking, if the Booking is likely to harm or damage our reputation, which includes but is not limited to breach of any of our guest rules.

## **16. Our responsibility for loss or damage suffered by you if you are a consumer**

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

16.3 We are not liable for business losses. If you are a consumer we only supply the products to you for domestic and private use.

## **17. Our responsibility for loss or damage suffered by you if you are a business**

17.1 Nothing in this contract shall limit or exclude our liability for:

17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

17.1.2 fraud or fraudulent misrepresentation;

17.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.3 Subject to clause 17.1:

17.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

17.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you, for the services in dispute only, in the 12 (twelve calendar) months preceding the claim).

## 18. General

- 18.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under this contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under this contract to another person if we agree to this in writing.
- 18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to the contract.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of the contract 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.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this contract, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer?** This contract is governed by English law. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts. If you live anywhere else, you must bring legal proceedings in the English courts.
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business?** This contract is governed by English law. Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any such dispute.