



THE SYMPOSIUM

Terms & Conditions

These terms and conditions govern bookings made via Symposium Wilmslow website or phone and then confirmed by way of a confirmation email for the provision of goods and services.

1. DEFINED TERMS

Arrival Date

Means the date you will arrive at the venue specified and agreed to in your booking and upon receipt of your confirmation email.

Balance

Means the total cost of the products selected less any deposit if they have already paid.

Booking

Means making a reservation for the provision of products at the venue via our website or by phone and subsequently confirmed by receipt of a confirmation email.

Confirmation Email

Means the email we send to you to confirm our acceptance of your booking.

Event Beyond Our Reasonable Control

Is explained in more details further in the terms and conditions.

Group Booking

Means a Booking that requires our products to be provided to 10 or more people.

No Show

As defined further in the terms and conditions

Terms

Any reference to terms or conditions or contract shall mean the terms and conditions of this contract.

2. THESE TERMS

2.1 **What these Terms cover**

These are the terms and conditions on which you make bookings with us via our website or via phone and which are then confirmed by way of receipt of a confirmation email and how we supply our products to you, whether these are goods or services.

2.2 **Why you should read them**

Please read these Terms carefully before you agree to complete your booking with us and before you submit any order for products to us. These terms tell you who we are, how the booking process works, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 Who we are and contact.

We are Symposium Wilmslow, and our registered UK office is 70a Grove Street, Wilmslow, Cheshire, SK9 1DS. You can contact our team by visiting the contact page on our website. Our office telephone number is 01625 682884 and our email address is info@symposiumwilmslow.co.uk

3.2 How we may contact you.

If we must contact you, we will do so by telephone or by writing to you at the email address you provided to us when you submitted your booking and to which we sent your confirmation email.

3.3 “Writing” includes emails.

When we use the words “writing” or “written” in these Terms, this includes emails and excludes fax

3.4 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

3.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

4. OUR CONTRACT WITH YOU: BOOKING, ACCEPTANCE AND CONFIRMATION

4.1 How you will accept these Terms and Conditions.

By successfully submitting your booking, for the provision of products at any one of our venues you agree to accept these Terms and conditions.

4.2 How we will accept and confirm your Booking.

Our acceptance of your booking will take place when you receive a confirmation email from us, at which point a contract will come into existence between you and us. Your booking and the provision of our products is subject to these Terms. No booking is accepted or confirmed until you have received from us a confirmation email. Your confirmation email is proof of our acceptance of your booking. It is your responsibility to ensure the details submitted via our website or via phone when making your booking are correct. If details, you provide are incorrect or if you do not provide the correct or required details, we may cancel your Booking and terminate the contract in accordance with clauses 6.7 (c) and 6.8 (b).

4.3 Age restrictions.

Your booking will only be accepted if the person making the booking is the age of 18 or over and can prove that via the presentation of a valid Passport or Drivers Licence upon the arrival at the venue. Please ensure that you have read the entry requirements on our website and for the avoidance of doubt they are included here again. Thursdays and Sundays 18+, Fridays 21+ and Saturdays 25+. All members of your party must meet the entry requirements that refer to whatever night you have made your booking. If any members of your party are not the required age for the specific night of your booking, then entry will be refused. If any members of your party are not able to prove their age upon arrival at the venue, then entry will be refused, and we reserve the right to cancel your booking in accordance with clause 6.7 (d) and 6.8 (c).

5. DEPOSIT AND BALANCE FOR PRODUCTS

5.1 Card details

All bookings made via our website or otherwise require the provision of valid credit or debit card details (in accordance with clause 9.3)

5.2 **Deposit**

Upon submission of your booking a deposit will be charged to and taken from the credit or debit card details provided with your booking. The value of the deposit will vary depending upon what package you are booking. Deposits will be refunded solely at the discretion of the manager.

5.3 **Menu Selections**

Drinks that are included in your package must be selected upon arrival at the venue and will be served to you in your booth by your dedicated host.

6. **YOUR RIGHTS AND OUR RIGHTS**

6.1 **Your rights to make changes.**

You may make changes to your booking up to 14 days before your arrival date. If you wish to make a change to your booking, please do so by visiting the website of the venue directly. We will let you know if the change is possible. All changes to your booking are subject to availability at the time the change is requested. If it is possible, we will let you know about any changes to the price of the products, their timing or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change.

6.2 **Our right to make changes.**

We may make changes to your booking or menu selections. This includes, for example:

- (a) to reflect changes in relevant laws and regulatory requirements.
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. We may also make more significant changes to your booking. If we do so we will notify you as soon as reasonably possible, and if it is 14 or more days from your arrival date you may contact us (in accordance with clause 6.10) to cancel the booking and terminate the contract with immediate effect. Refund of your deposit will be solely at the discretion of the manager. We will refund you for any balance paid for products not received.

6.3 **Unavailability or withdrawal of products**

We may stop providing certain products, or certain products may become unavailable for delivery on your arrival date.

6.4 **No change to Site**

You must attend your booking at the venue which you selected. We will not allow you to transfer your booking to any of our other sites. Failure to attend the site which you selected on the arrival date will be recorded as a no show and subject to clause 6.9.

6.5 **Cancellation by you**

You may cancel your booking, and terminate the contract with immediate effect, up to 14 days from the arrival date by providing us with written notice in accordance with clause 6.10. Deposits will be refunded solely at the discretion of the manager.

6.6 **Group Bookings**

You may cancel a group booking, and terminate the contract with immediate effect, up to 21 days prior to the arrival date by providing us with written notice in accordance with clause 6.10. Any deposit paid will be refunded solely at the discretion of the manager.

6.7 **Cancellation by us.**

We may cancel your booking, and terminate the contract:

- (a) with immediate effect and without notice to you if you fail to pay us when required to do so in accordance with these Terms.
- (b) with immediate effect, or by reasonable written notice where possible, if an Event Beyond Our Reasonable Control (in accordance with clause 7.1) means that we are not able to provide our products to you and fulfil your Booking. In the event of such a cancellation all charges that have been made to the credit or debit card details you provided us including deposit and any balance paid will be refunded.

(c) with immediate effect if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our goods and services to you, for example the number of people party to your booking.

(d) if the person who made the booking or any party to the booking cannot prove they are over the age of 18 or over the age required for that specific day as set out above in clause 4.3. Upon arrival at the site, entry will be refused, and no refund will be given.

6.8 Loss of deposit.

Any deposit may become non-refundable or any deposit that remains unpaid may be charged to the credit card or debit card details provided with your booking in the following circumstances:

(a) if you fail to pay us when required to do so in accordance with these Terms.

(b) if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our goods and services to you, for example the number of people party to your booking.

(c) if the person who made the booking or any party to the booking cannot prove they are over the age of 18 or the required age for the specific date of your booking upon arrival at the venue.

(d) if you fail to pay the balance, within 14 days of the date of your booking

(e) if you cancel a group booking within 21 days or less of the arrival date.

(f) if you cancel a booking within 14 days or less of the arrival date.

(g) if you or any party to your booking fails to attend the booking at the venue you selected on the arrival date and you are recorded as a no show in accordance with clause 6.9.

(h) if your Booking is cancelled in accordance with clause 6.7 (a), (c) or (d) within 14 days of your arrival date.

Whether or not deposits will be refunded is solely at the discretion of the manager at the venue.

6.9 No Shows

If you or any party to your booking fails to attend the booking at the venue you selected on the arrival date, we will record that failure to attend as a no show, and the contract will terminate with immediate effect.

6.10 How to tell us you want to cancel and end the contract

If you wish to cancel your booking and terminate these terms in accordance with your rights under clause 6.5, please let us know by doing one of the following: Phone or email, call the venue and directly inform a manager at that venue. Please provide your name, email address, phone number and details of the booking. You must adhere to the provisions of clause 6.5 and this clause 6.10 when cancelling a Booking.

6.11 How we will refund you

We will refund you any amount that might become due in accordance with these terms by the method you used for payment.

6.12 When your refund will be made

We will make any refunds due to you as soon as possible. And, if you are exercising your right to cancel in accordance with clause 6.5, where possible within 14 days from the day on which we receive notice of your cancellation.

7. GENERAL

7.1 Events beyond our reasonable control

We will not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of the obligations under these Terms if such delay or failure result from events, circumstances or causes beyond our reasonable control. Such events include, but are not limited to:

(a) acts of God, flood, drought, earthquake, or other natural disaster.

(b) epidemic or pandemic.

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations.
- (d) nuclear, chemical, or biological contamination or sonic boom.
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent.
- (f) collapse of buildings, fire, explosion, or accident.
- (g) any labour or trade dispute, strikes, industrial action or lockouts.
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

If our supply of products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect.

8. PROBLEMS, COMPLAINTS AND DISPUTES

8.1 How to tell us about problems

If you have any questions or complaints about your booking or the products being provided, please visit our contact page to get in touch.

8.2 Responding to problems

We will endeavour to respond to any question or complaint submitted as quickly as we possibly can and within 5 working days where possible

8.3 Your statutory rights

Nothing in these Terms will affect your legal rights. For more information on your statutory rights see <https://www.gov.uk/consumer-protection-rights> or call 03454 04 05 06 or contact your local Citizens' Advice Bureau or Trading Standards office.

9. PRICE AND PAYMENT

9.1 Where to find the price for the products

The price of the products will be the price indicated on the booking page when you placed your order and will be confirmed and provided to you when we send you a confirmation email in accordance with clause 5.3). We use our best efforts to ensure that the price of the products advised to you is correct. However please see clause 9.2 for what happens if we discover an error in the price of the product you order.

9.2 What happens if we got the price wrong?

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. Where the product's correct price at the date of your booking is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at the date of your booking is higher than the price stated to you, we will contact you for your instructions before we proceed with the provision of products in accordance with your booking. If we accept and proceed with the provision of products in accordance with your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we reserve our right to recover the correct price from you if higher than the price erroneously stated and may refund you the difference in price if lower than the price erroneously stated.

9.3 When you must pay and how you must pay

We only accept payment via MasterCard Visa credit and debit cards and cash. You must pay in accordance with clause 5.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 Foreseeable loss only

If we fail to comply with these terms, we are only responsible for loss or damage you suffer that is a foreseeable result of breaching these terms 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 sales process. We are not responsible for loss or damage not caused because of a breach of these terms.

10.2 Limitations of our liability

We do not exclude or limit in anyway 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 products.

10.3 We are not liable for business losses

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. PERSONAL INFORMATION

11.1 How we will use your personal information

We will use the personal information you provide to us:

- (a) to supply our products to you.
- (b) to process your booking and payment for our products.
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

11.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

12. OTHER IMPORTANT TERMS

12.1 We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. Where that becomes necessary, we will use reasonable efforts to tell you in writing and ensure that the transfer will not affect your rights under these Terms.

12.2 You need our consent to transfer your rights to someone else.

You may only transfer your booking and rights or your obligations under these terms to another person if we agree to this in writing.

12.3 Nobody else has any rights under the contract

This contract is between you and us. No other person shall have any rights to enforce any of its Terms, except as explained in clause 12.2.

12.4 If a court finds part of the contract illegal, the rest will continue in force

Each of the paragraphs of these terms 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.

12.5 Even if we delay in enforcing the contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaching these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.

- 12.6 **Which laws apply to the contract and where you may bring legal proceedings**
These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts, subject to our right to bring legal proceedings against you for breach of these Terms in your country of residence if any other country.
- 12.7 **Alternative dispute resolution**
Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider we use. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, see clause 8.2.
- 12.8 **Members of your party banned from the venue**
If any members of your party are banned from the venue for previous mis conduct and attempt to enter the venue as a member of your party on your booking. The booking will be cancelled immediately, and all members of your party will be ejected from the venue and no refunds will be given.
- 12.9 **Facial Recognition CCTV & Software**
It's important to be aware that facial recognition technology is used in our venue for the purposes of crime prevention and for the safety of our staff and other customers. We will scan you face when you enter the venue and use your personal and biometric data to check for persons involved in crime and send alerts to the venue regarding their presence. The biometric data is captured and stored in accordance with GDPR guidelines. FaceWatch is our data controller for the facial recognition processing in this venue. Their registered office is FaceWatch, High Street, Hadleigh, Ipswich, Suffolk, IP7 5EA. Enquires@facewatch.co.uk. Please contact them directly if you have any questions or concerns with regards to the facial recognition technology used in this venue.