Christmasat Bewl Water

Terms and Conditions

These terms and conditions (the "Terms") govern the purchase of tickets and attendance at the "Christmas at Bewl Water" event (the "Event") operated by Salomons UK Ltd T/A Bewl Water (as "we", "us" or "our" as applicable). These Terms also apply to all individuals attending the Event as part of your booking. By purchasing tickets or attending the Event, you agree to be bound by these Terms in full. If you do not accept these Terms, you must not proceed with your ticket purchase. We recommend you print or retain a copy of these Terms for your records. Please also ensure all other adults in your party are made aware of and comply with these Terms. For information on how we handle your personal data, please refer to the Christmas at Bewl Water Privacy Policy.

1. General Information

1.1 Venue Location

1.1.1 The Event is held at: **Bewl Water** Bewlbridge Lane Lamberhurst Kent, TN3 8JH

1.2 Contracting Entity

1.2.1 Your contract for the purchase of tickets is with Salomons UK Ltd T/A Bewl Water, a company incorporated in England and Wales under company number 08501898 and with registered office at 45 Westerham Road Sevenoaks Kent TN13 2QB.

1.3 Contract Formation

1.3.1 You must be at least eighteen (18) years of age to purchase tickets. By placing a booking, you confirm that you meet this requirement and have legal capacity to enter into binding contracts.

1.3.2 Your request to purchase tickets through our website

(<u>www.christmas.bewlwater.co.uk</u>) constitutes an offer by you to enter into a contract with us.

1.3.3 The contract between you and us is formed when your booking is successfully completed and you are presented with a "Booking Confirmation" page on the website.1.3.4 You will also receive a confirmation email, which includes your ticket QR codes. These QR codes serve as your digital tickets and must be presented at the Event for entry.



1.3.5 All tickets are for personal use only. Tickets may not be resold or transferred under any circumstances. Any such action may result in the cancellation of the relevant ticket(s) without notice, refund, or further liability.

1.3.6 The individual named on the booking (the "Lead Booker") is deemed to have full responsibility for the booking, including the conduct of all individuals within their party. Only the Lead Booker may request amendments or cancellations.

1.3.7 A valid booking must include at least one (1) Adult (defined as aged eighteen (18) or over) and one (1) Child (as defined in Section 3).

2. Admission and Right of Entry

2.1 Admission Policy

2.1.1 A valid ticket (QR code) is required for each guest to gain entry to the Event.

2.1.2 Physical invitations issued in promotional or welcome packs are not valid for entry and must not be relied upon as such.

2.1.3 Entry is strictly according to the time stated on your booking. Late arrivals may be refused entry or may miss parts of the Event experience, including timed activities or performances. Entry after the scheduled time is at the sole discretion of Event management.

2.2 Behaviour and Compliance

2.2.1 All guests must comply with instructions from Event staff, including all applicable health and safety and security protocols.

2.2.2 As a condition of entry, guests and their belongings may be subject to security searches.

2.2.3 We reserve the right to refuse entry or remove individuals who:

- a) Are not in possession of valid tickets;
- b) Fail to comply with Event rules or staff instructions;
- c) Pose a risk to health and safety;
- d) Are disruptive, intoxicated, or behaving inappropriately.

2.3 Party Composition

2.3.1 Each booking must include a minimum of one (1) Adult (aged eighteen or over) and one (1) Child.

2.3.2 A maximum of six (6) guests are permitted per booking and Grotto & Quest Experience visit.

2.3.3 Entry will be denied to parties that do not meet these requirements on the day of the Event.

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2.4 Vehicles and Parking

2.4.1 Parking at the Event is entirely at the vehicle owner's risk. We accept no liability for any loss or damage to vehicles or their contents, however caused.

2.4.2 We provide no guarantee regarding the security of any vehicle or the availability of CCTV monitoring in parking areas.

2.4.3 One free Car Parking Ticket is included per booking, any additional vehicles you wish to park to attend the event must have a valid parking ticket, purchased in advance or via instructions on site. Failure to purchase a valid parking ticket may result in a fine issued by the third-party company that manages the parking facilities at Bewl Water.

2.5 CCTV Monitoring

2.5.1 CCTV surveillance is in operation at the venue for safety and operational purposes. However, we make no assurances regarding the extent of CCTV coverage.
2.5.2 For further information on how CCTV footage is handled, please refer to our Privacy Policy available at https://www.bewlwater.co.uk/wp-content/uploads/2023/04/privacy-policy-1.pdf

3. The Experience

3.1 Intellectual Property and Commercial Use

3.1.1 By purchasing tickets or attending the Event, you acknowledge and agree to respect the significant creative and financial investment made by us in delivering the Christmas at Bewl Water experience, including all components of the Grotto & Quest Experience (the "Experience").

3.1.2 You agree not to infringe upon, replicate, distribute, or otherwise interfere with any intellectual property rights associated with the Experience.

3.1.3 You further agree not to use any part of your experience at the Event for commercial purposes without our prior written consent. This includes, but is not limited to, video recordings, photography, and the sharing or selling of content or materials for profit.

3.2 Reporting Misuse

3.2.1 If you witness behaviour that does not align with the spirit of these Terms, or that may negatively affect the enjoyment or integrity of the Experience for others, you are encouraged to report it to Event staff immediately.

3.3 Ticket Categories and Definitions

3.3.1 For the purposes of these Terms and attendance at the Event, the following definitions apply:



- a) A "Child" is defined as an individual aged between twelve (12) months and thirteen (13) years (inclusive). Each Child attending the Event must have a valid Child Experience Ticket, which includes a personalised interaction with Santa, a toy gift, and treats to take home from our workshop activities.
- b) An **"Adult"** is defined as an individual aged fourteen (14) years or over. Adults attending the Event must hold a valid Adult Experience Ticket.
- c) An **"Under 1"** is defined as an individual aged up to and including twelve (12) months on the date of their visit to the Event.
- d) A **"My First Christmas Experience Ticket"** is a premium ticket available for Under 1s and includes a personalised interaction with Santa and a toy gift. This ticket must be purchased if an Under 1 is to participate fully in the Event and receive a gift.
- e) An **"Under 1 Experience Ticket (Entry Only)"** allows an accompanying Under 1 to attend the Event under observer status. This ticket does not include a gift or personalised interaction with Santa and is intended for those not participating in Event activities. If such elements are desired, a My First Christmas Experience Ticket must be purchased.
- f) An "Essential Companion Ticket" is available for guests who require assistance due to disability or other accessibility needs. Only one (1) Essential Companion Ticket is permitted per booking. This ticket is offered at a 50% concession based on the Adult Experience Ticket price. Supporting documentation must be provided and approved in advance.
- g) A **"Car Parking Ticket"** allows for one (1) vehicle to park at the Event. One free Car Parking Ticket is included per booking; however, this must be added to your basket at the time of checkout to help us manage traffic flow and protect the natural surroundings.

3.3.2 Age eligibility is determined based on the guest's age on the date of the Event, not at the time of booking. We reserve the right to request valid proof of age for any guest, which must be presented upon request.

3.4 Child Supervision Requirement

3.4.1 While an Adult Experience Ticket may be purchased by any individual aged fourteen (14) years or over, each booking must include at least one (1) attendee aged eighteen (18) years or over, who will assume responsibility for any accompanying minors throughout the duration of the Event.

3.4.2 Guests aged 14 to 17 years holding an Adult Experience Ticket may attend the Event but must also be accompanied by an adult aged 18 or over as part of the same booking.

3.4.3 Entry to the Event will be denied to any booking group that does not include an adult aged 18 or over on the day of the Event.



3.5 Ticket Exceptions and Special Access

3.5.1 We reserve the right, at our sole discretion:

- a) To permit an individual classified as an Adult to attend on a Child ticket, subject to sufficient justification (e.g., lack of legal capacity);
- b) To issue "Essential Companion" tickets for Adult attendees required to support individuals with disabilities or accessibility needs, provided appropriate supporting evidence is supplied in advance (such as documentation from a healthcare professional or a recognised support body).

3.5.2 By purchasing an Under 1 and/or Child ticket, you confirm that you are the parent, legal guardian, or an authorised guardian of the relevant Child or Under 1.

3.6 Gift Distribution

3.6.1 Each Child attending the Event will receive a token during their visit to Santa's Grotto. This token is used in The Toy Exchange, where the Child will redeem it to receive their Christmas gift from Santa.

3.6.2 Each full-paying Child will receive a gift from Santa at the Toy Exchange (the "Gift") as part of their Experience. The selection and value of Gifts are at our sole discretion and may be:

- a) Uniform across all Children;
- b) Repeated year-on-year;
- c) Subject to change at any time without prior notice.

3.6.3 We do not offer a facility for Guests to exchange or swap Gifts at the Event. No third-party items, gifts, or personal requests may be presented during the Gift-giving portion of the visit.

3.6.4 Gifts are available only to those attending on valid Child or My First Christmas tickets. Guests attending on Adult, Under 1, or Essential Companion tickets are not eligible to receive Gifts.

3.6.5 Gifts cannot be collected after the Event or posted to Guests under any circumstances.

3.7 Event Programming and Activity Timings

3.7.1 The timing, order, and content of activities within the Experience are determined solely by Event management and may vary across different Event days or sessions.3.7.2 While we aim to provide a joyful and memorable Experience for all Guests, we accept no liability for emotional distress, disappointment, or dissatisfaction arising from:

- a) Circumstances outside our control (including adverse weather, technical issues, or sensory effects such as lighting, sound, or scents);
- b) The role-playing nature of character interactions, including, but not limited to, the possibility that a Child or Adult may experience a loss of belief in Santa Claus.



3.7.3 The appearance and availability of characters at the Event may change at our discretion. We reserve the right to modify or withdraw specific characters or elements of the Experience without notice.

4. Event Rules

4.1 Right to Refuse Admission

4.1.1 We reserve the right, at our sole discretion, to refuse admission to the Event, remove individuals from the Event, and/or permanently prohibit entry to any future Events if we determine, acting reasonably, that an individual:

- a) Poses a risk to the health, safety, or wellbeing of others (including other attendees or Event staff);
- b) Acts in a manner which is disruptive or diminishes, or is likely to diminish, the enjoyment of the Event for others; or
- c) Fails to comply with these Terms or any other Event rules.

4.1.2 No refund or compensation shall be payable in connection with the exercise of our rights under this clause.

4.2 Smoking and Vaping

4.2.1 As the Event is a family-oriented experience taking place in a natural setting, smoking, vaping, and the use of e-cigarettes are strictly prohibited throughout all areas of the Event.

4.3 Prohibited Items

4.3.1 The following items are not permitted at the Event under any circumstances:

- a) Weapons (including but not limited to knives);
- b) Fireworks and smoke bombs;
- c) Illegal substances;
- d) Any other objects or materials deemed by us to pose a threat to safety or detract from the enjoyment of others.

4.3.2 To ensure compliance, we may conduct security checks on all bags (including children's bags) upon entry to the Event.

4.4 Food and Drink

4.4.1 Guests may not bring any food or drink into the Event, except for bottled water.

4.4.2 In exceptional cases, such as where a guest has a medically documented allergy, we may permit external food or drink to be brought into the Event.

4.4.3 During certain Event activities (such as assisting Mrs Claus in her bakery), ingredients may be provided for Children to participate. If you or a member of your party



has any concerns about allergens or ingredients, you must inform Event staff prior to entry.

4.4.4 We are not responsible for any cross-contamination of ingredients during these activities and accept no liability for any resulting allergic reactions.

4.5 Pets and Assistance Dogs

4.5.1 No pets or animals are permitted at the Event, with the exception of qualified assistance dogs, as defined under the Equality Act 2010.

4.5.2 Guests intending to attend with a qualified assistance dog must notify us via email at christmas@bewlwater.co.uk at least seven (7) days prior to the Event.

4.5.3 To be recognised under the Equality Act 2010, the assistance dog must be trained to:

- a) Guide a person who is blind;
- b) Assist a person who is deaf;
- c) Support a person with a disability affecting mobility (e.g., epilepsy); or
- d) Assist someone with another recognised disability and be trained by an accredited organisation.

4.5.4 Emotional Support Animals (ESAs), which provide comfort but are not trained under the criteria set out in the Equality Act 2010, do not qualify as assistance dogs and are not permitted at the Event.

4.5.5 Assistance dog owners are responsible for the care, supervision, and behaviour of their animals at all times. We do not provide food, water bowls, or any other support for assistance dogs. Owners are liable for any damage caused by their animal during the Event.

4.6 Dress Code and Outdoor Conditions

4.6.1 The Event takes place in a natural environment, which may include uneven terrain, mud, puddles, and other natural components.

4.6.2 While most of the Experience is undercover, guests are strongly advised to dress appropriately for outdoor winter conditions and wear sturdy, comfortable footwear.

4.7 Accessibility

4.7.1 The Event is based in a natural setting and may not be suitable for all mobility levels.

4.7.2 It is the responsibility of the guest or the responsible adult in their party to determine whether the Event is suitable.

4.7.3 We are unable to offer wheelchair hire or provide refunds in cases where the Event is later deemed unsuitable due to terrain or accessibility constraints.



4.8 Children and Supervision

4.8.1 All Children must be accompanied and supervised by an Adult aged eighteen (18) years or over at all times throughout the Event.

4.8.2 The responsibility for Children's behaviour and wellbeing during the visit rests entirely with the supervising Adult(s).

4.9 Luggage and Personal Belongings

4.9.1 Due to the immersive nature of the Event, there are no facilities for storing luggage, pushchairs, or large personal belongings.

4.9.2 No personal items should be left unattended at any time. We accept no responsibility for any items left unattended at any time. Unattended items may be removed for safety reasons.

4.9.3 We shall not be held liable for any loss, injury, damage, or theft of personal belongings during the event.

4.10 Staff Interaction

4.10.1 We expect all guests to treat our staff with courtesy and respect.

4.10.2 We have a zero-tolerance approach to unacceptable behaviour towards our staff. Any abusive, aggressive, or harassing behaviour towards our staff will result in immediate removal from the Event and may result in a permanent ban from future Events. No refund or compensation will be given in such circumstances.

4.11 Re-admission

4.11.1 The Event is designed as a linear, one-way experience.

4.11.2 Once you have exited any part of the Grotto & Quest Experience or the Event grounds, re-entry will not be permitted under any circumstances.

4.11.3 If you or your entire party leave the Event before it has concluded, you will not be re-admitted, nor will you be rescheduled for a later time or date.

5. Photography and Video Recording

5.1 Personal Photography and Video Recording

5.1.1 Non-professional photography and video recording is permitted at the Event strictly for personal and non-commercial use only.

5.1.2 Guests are not permitted to use images or footage taken at the Event for commercial purposes without our prior written consent.

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5.2 Responsibility for Third-Party Recordings

5.2.1 The taking of non-professional photographs and video footage by other guests is not supervised or controlled by us. Accordingly, we accept no responsibility if you or any member of your party (including any Child or Under 1) appears in another guest's recording or image which is later shared or published, including via social media or other online platforms.

5.3 Event Photography and Filming by Christmas at Bewl Water

5.3.1 You acknowledge that photography and/or video recording may be conducted by us during the Event and we may wish to use certain images and videos for promotional purposes. These images and videos may be shared in a variety of ways, including but not limited to, in publications, on websites, on social media and other online platforms. 5.3.2 Such content may include your image or the image of members of your party and may be used for marketing, promotional, and related purposes across various media, including digital, print, and broadcast formats.

5.3.3 If you do not wish for yourself or your party to be filmed or photographed, you must notify us in advance by emailing **christmas@bewlwater.co.uk**, and also inform staff upon arrival at the Event.

5.3.4 Processing of all material will comply with GDPR and Data Protection legislation and in accordance with our <u>Privacy Policy</u> which can be found <u>here</u>.

5.4 Official Photography

5.4.1 As part of the Grotto Experience, official photographs may be taken by our Event team. These photographs will be made available for purchase immediately following the Grotto visit.

5.4.2 It is your responsibility to collect any purchased photographs before leaving the Event. We accept no liability for lost or uncollected photographs or any associated redemption information.

5.4.3 Uncollected photographs cannot be collected after the Event or posted to Guests under any circumstances.

7. Pricing and Payments

7.1 Pricing and VAT

7.1.1 Ticket prices for the Event are as stated at the time of your booking and are inclusive of VAT unless otherwise specified.

7.1.2 We reserve the right to amend pricing at any time. However, such changes will not apply to confirmed bookings for which a Booking Confirmation has already been issued, except in the case of a manifest error or mistake, which we shall determine at our reasonable discretion.



7.2 Errors and Misprints

7.2.1 We reserve the right to deem invalid any ticket that has been obtained in breach of these Terms or that has resulted from an error in the booking process, including but not limited to pricing, printing, or production errors on the Website or otherwise.

7.3 Payment Terms

7.3.1 All ticket purchases must be made via a valid credit or debit card through our website (www.christmas.bewlwater.co.uk). We accept only those card types as specified at the point of payment.

7.3.2 Payment is subject to any additional terms and conditions made available during the booking process.

7.4 Booking Fees

7.4.1 All tickets are subject to an individual booking fee.

8. Ticket Protection, Refunds, and Cancellation

8.1 Ticket Delivery and Use

8.1.1 Tickets will be sent electronically via email and can be downloaded from your booking confirmation. No physical tickets will be issued.

8.1.2 Tickets are non-transferable and may not be exchanged, rescheduled, or reassigned to another person, date, or season.

8.2 Refund Policy

8.2.1 All ticket sales and booking fees are final and non-refundable, except as set out in this Section or as otherwise required by law.

8.2.2 No refunds will be provided for missed or late attendance.

8.2.3 We may, in our sole discretion, issue a refund or replacement ticket in the case of a confirmed customer service issue or if we are in material breach of these Terms.

8.2.4 Refunds will only be processed via the original payment method unless otherwise agreed in writing.

8.2.5 This clause does not affect your statutory consumer rights. For more information, please contact Citizens Advice.

8.3 TicketPlan Cancellation Protection

8.3.1 TicketPlan Cancellation Protection is available for purchase at the point of booking and provides refund coverage for specific, qualifying reasons such as accident or unexpected illness, subject always to the terms of the relevant plan. <u>Please click here to view TicketPlan's T&Cs</u>.



8.3.2 You must provide suitable supporting evidence to TicketPlan in accordance with their terms.

8.3.3 Protection does **not** cover inability to attend due to government guidance, travel disruption, or any circumstance where the Event remains operational.

8.3.4 All TicketPlan fees are non-refundable, including where you are unable to attend due to Event cancellation.

8.3.5 8.3.5 TicketPlan Booking Refund Protection is an optional service offered by Christmas at Bewl Water and administered by Ticketplan on their behalf. It is not an insurance policy and we are not involved in or responsible for their refund processes or decisions.

8.3.6 TicketPlan Cancellation Protection cannot be added to your booking after the original point of purchase.

9. Information for Santa

9.1 Submission of Personal Information

9.1.1 We endeavour to use the personal information provided at the time of booking to enhance your Santa's Grotto experience. However, we are not responsible for any inaccuracies in the information submitted by you or any member of your party.9.1.2 The names of children included in your booking cannot be amended once your booking is confirmed.

9.2 Santa's Use of Information

9.2.1 Santa may choose to mention some, all, or none of the information submitted in your booking.

9.2.2 It is the Lead Booker's responsibility to ensure all details are accurate, concise, and appropriate for Santa's reference.

9.3 Sensitive Information

9.3.1 If you wish to communicate sensitive information (such as illness or bereavement) to Santa, please email christmas@bewlwater.co.uk in advance of your visit.

10. Changes, Postponement and Cancellation of an Event

10.1 Right to Alter or Cancel

10.1.1 We reserve the right to change, postpone, or cancel the Event at our sole discretion, including for reasons of health, safety, or security.

10.1.2 We will use reasonable endeavours to notify you of any such changes and recommend that you regularly check our Website (www.christmas.bewlwater.co.uk) for updates before your scheduled attendance.

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10.2 Solutions for Postponement or Cancellation

10.2.1 If your scheduled Event is postponed or cancelled, including due to a Force Majeure Event (see Section 11), you may choose to:

- a) terminate your contract with us and receive a refund for any unused tickets (excluding booking fees, TicketPlan Cancellation Protection fees, and postage and packaging costs if incurred); or
- b) request equivalent replacement tickets for an alternative date or time (subject strictly to availability) in the following season.

10.3 Exclusions of Liability

10.3.1 Except as expressly stated in this Section, and subject to Sections 11 and 12, we shall not be liable for any additional costs or losses resulting from changes to, postponement of, or cancellation of the Event, including travel, accommodation, hospitality, or any consequential loss, disappointment, or emotional distress.

10.4 Breach of Terms

10.4.1 We reserve the right to cancel your ticket(s) and exclude you from the Event (and any future events) in the event of serious or repeated breaches of these Terms. In such cases, no refund will be provided.

11. Events Outside Our Control (Force Majeure)

11.1 Definition

11.1.1 We are not liable for failure or delay in fulfilling our obligations under these Terms where such failure or delay arises from any of the following force majeure events (each a "Force Majeure Event"):

- a) strikes, lockouts or industrial action;
- b) civil unrest, theft, riot, terrorism or threats thereof, war or preparation for war;
- c) natural disasters including fire, flood, earthquake, storm, or epidemic/pandemic (including COVID-19);
- d) disruption to telecommunications or transport networks;
- e) legislative or governmental acts or restrictions (including lockdowns or travel bans);
- f) extreme weather conditions necessitating closure of the Event; or
- g) any other event beyond our reasonable control.

11.2 Communication

11.2.1 We will make reasonable efforts to inform you of Force Majeure Events and any consequences for your booking.



11.2.2 If substantial delay is likely, you may contact us to request a refund or to transfer your ticket(s) to a later date, subject to availability.

12. Our Liability

12.1 Limitation of Liability

12.1.1 Our total liability for any loss or damage you or any member of your party suffers under these Terms, including for breach of contract, statutory duty, or negligence, shall not exceed the total amount paid for the ticket(s) to the Event.

12.2 Exclusions of Liability

12.2.1 To the fullest extent permitted by law, we and our staff shall not be liable for any:

- a) loss of data;
- b) loss of profits, revenue, or business;
- c) loss of opportunity or goodwill;
- d) loss of belief in Santa;
- e) disappointment or emotional distress;
- f) damage to personal belongings (except where caused by our negligence); or
- g) any indirect, consequential, or special loss.

12.3 Non-Excludable Liability

12.3.1 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

13. Complaints

13.1 Raising a Complaint

13.1.1 We aim to provide a positive and enjoyable experience at the Event, however should you wish to raise a complaint:

- a) Please speak to a staff member at the Event Location immediately, especially for issues regarding purchases (e.g. retail or food items). These must be resolved on-site.
- b) For complaints relating to tickets or the Event experience, contact us at <u>christmas@bewlwater.co.uk</u>.

13.2 Complaints Process

13.2.1 Only the Lead Booker may submit a complaint regarding their booking.

13.2.2 Complaints must include the booking name, reference number, date of visit, and a clear summary of the issue.

13.2.3 Complaints must be submitted in writing as soon as possible and no later than



thirty (30) days following your visit. Any claims must be submitted within four (4) weeks of the Event's conclusion.

13.3 Complaint Handling

13.3.1 We will acknowledge receipt of your complaint and, where appropriate, refer the matter to our Event Management team.

13.3.2 If you remain dissatisfied, you may request a single escalation. The matter will then be reviewed by Senior Management, whose decision will be final.

14. Miscellaneous

14.1 Severability

14.1.1 If any provision of these Terms is determined by a competent authority to be invalid, unlawful, or unenforceable to any extent, that provision shall be severed from the remaining Terms, which shall continue in full force and effect to the maximum extent permitted by law.

14.2 Entire Agreement

14.2.1 These Terms constitute the entire agreement between you and us in relation to the Event and supersede all prior agreements, representations, assurances, or understandings, whether oral or written, relating to their subject matter.
14.2.2 Each party acknowledges that it has not relied on any representation or warranty that is not expressly set out in these Terms, unless such statement was made fraudulently.

14.3 Priority of Terms

14.3.1 These Terms shall prevail over any inconsistent terms contained in any other communication or document provided to us by you or referred to elsewhere.

14.4 Assignment

14.4.1 We may transfer or assign our rights and obligations under these Terms to another organisation. We will notify you in writing if such a transfer occurs and ensure that your rights are not affected.

14.4.2 You may only transfer your rights or obligations under these Terms with our prior written consent.

14.5 Third Party Rights

14.5.1 These Terms are between you and us. No other person shall have any rights to enforce any of their provisions under the Contracts (Rights of Third Parties) Act 1999.



14.6 Waiver

14.6.1 If we fail to exercise or enforce any right or provision under these Terms, such failure shall not constitute a waiver of that right or provision. We reserve the right to enforce our rights at any time in response to any breach by you.

15. Written Communications

15.1 Method of Communication

15.1.1 We will communicate with you via the email address you provided when making your booking. If you prefer not to receive written communications via email, you must notify us in advance.

15.2 Notices

15.2.1 All notices to us must be sent via email to **christmas@bewlwater.co.uk**. 15.2.2 We may send notices to you using the email or postal address provided at the time of booking.

15.2.3 Notices sent by email will be deemed received at the time of transmission. 15.2.3 Notices sent by post will be deemed received forty-eight (48) hours after posting.

16. Governing Law and Jurisdiction

16.1 Governing Law

16.1.1 These Terms, and any dispute or claim arising out of or in connection with them or their formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Jurisdiction

16.2.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

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