

TOUR TERMS & CONDITIONS

1. Contract

1.1 These Terms and Conditions shall apply to tours and tastings and be incorporated and prevail over any other terms and conditions in respect of any tours and tastings supplied by Venn Valley Vineyard at Star Cross Farm (hereinafter referred to as 'Venn Valley', a Partnership whose principal place of business is at Star Cross Farm, Blakes Hill Road, Newland Landkey, Barnstaple, Devon, EX32 0NN

1.2 The Purchaser of a Tour is required to agree to these Conditions at the point of purchase. Any individual purchasing a tour for a third party shall be deemed to be acting with consent of each person for whom they are making the purchase, including acting with the authority of each person to agree to these Terms and Conditions on their behalf.

1.3 We may amend these terms from time to time by placing appropriate notification on this page.

2. Obligations of those Purchasing a Tour (the Purchaser of a Tour)

2.1 The Purchaser of a Tour shall only be permitted to access areas of the vineyard and winery that form part of the Tour and does not include access any other area of Star Cross Farm.

2.2 The Purchaser of a Tour hereby agrees:

2.2.1 Not to carry out any activity whilst in the vicinity of the vineyard which is damaging, dangerous, offensive, noxious, illegal or immoral or which is or may become a nuisance to Star Cross Farm, it's neighbours or other visitors to the Venn Valley Vineyard and Winery.

2.2.2 Not to bring into Venn Valley and/or Tour any food, drink or litter; and

2.2.3 To comply with all instructions of any Employee and/or Tour official of Venn Valley.

3. Venn Valley Rights & Obligations

3.1 Venn Valley shall have the right to prevent access to or remove from the premises and/or Tour:

3.1.1 Any Purchaser of a Tour acting in a way which in the opinion of Venn Valley (in its absolute discretion) is unacceptable or reasonably likely to cause damage or injury to either the Purchaser of a Tour, Venn Valley staff or any other visitor (including drunken, harmful, offensive, threatening, disrespectful or violent behaviour);

3.1.2 Any Purchaser of a Tour who is in breach of any of the Conditions; without any liability to the Purchaser of a Tour by way of compensation, refund, re-admission or otherwise.

3.2 Due to the operational needs of Venn Valley the undertaking of its business as a Wine producer, Venn Valley may be required to act on short notice (e.g. for health and safety reasons) and shall be entitled to:

3.2.1 Change the contents of the Tour without notice to the Purchaser of a Tour where such change is required for operational purposes; and/or

3.2.2 As such Venn Valley cannot guarantee that all advertised elements to the Tour will be available.

3.3 We reserve the right to increase the price of the goods from time to time, notice of which will be placed on our Website.

4. Purchaser of a Tour's visit

4.1 The Purchaser of a Tour should arrive no later than 10 minutes before the allocated start time for their Tour and should report to the tour guide upon arrival. Tours will begin promptly at 10.30am and 14.30pm. If the Purchaser of a Tour fails to arrive by the allocated start time and wishes to join the Tour this is with the understanding that no recap of the missed portion of the tour will be made. Venn Valley shall make reasonable efforts to transfer the Purchaser of a Tour's Booking or Group Booking to an alternative day/time, but Venn Valley cannot guarantee that an alternative day/time will be available. Venn Valley shall not be liable to the Purchaser of a Tour for a refund or any other compensation.

4.2 Tours vary in length and Purchasers of a Tour may be outside in the vineyard for considerable time and some walking is required on grass which is sloping and may be uneven.

4.3 The Purchaser of a Tour shall only be entitled to take photographs and/or video recordings in the Vineyard for bona fide private and non-commercial purposes.

4.4 The Purchaser of a Tour shall be solely responsible for his/her personal property and Venn Valley shall not be liable for loss of or damage to such personal possessions.

5. Suspension and/or termination by Venn Valley

5.1 In the event that Venn Valley refunds the Purchaser of a Tour's Booking, Venn Valley's obligations to the Purchaser of a Tour shall cease and it shall have no further liability to the Purchaser of a Tour. For the avoidance of doubt, the refund referred to in this Condition shall be the price paid by the purchaser (for and on behalf of the Purchaser of a Tour) at the time of the Booking.

6. Cancellation by the Purchaser of a Tour

6.1 If the Purchaser of a Tour requests an alternative date/time, Venn Valley shall make reasonable efforts (subject to availability) to rearrange the booking but shall not provide any guarantee to this effect or incur any liability to the Purchaser of a Tour for its failure to do so.

6.2 The Purchaser of a Tour shall have the right to cancel an advance Booking where payment has been made subject to the following conditions.

6.2.1 For 1 to 2 persons giving notice of cancellation 7+ days prior to the booked tour – a full refund will be offered or booking on an alternative date.

6.2.2 For 3 or more persons giving notice of cancellation 14+ days before the scheduled tour – a full refund will be offered or alternative date.

6.2.3 For 3 or more persons giving notice of cancellation 7-13 days before the scheduled tour – 50% refund will be offered. Alternatively the Purchaser may re-schedule the booking for a different date subject to the payment of an additional £5.00 per head admin fee.

6.3 Should it be necessary to cancel or change your booking with less than 2 days notice no refund will be given and you may incur a re-booking charge of £5/person.

7. Liability

7.1 The Purchaser of a Tour shall be liable for all costs, losses and liabilities incurred by Venn Valley as a result of any damage to its property caused by the Purchaser of a Tour and/or any actions of the Purchaser of a Tour.

7.2 Subject to Condition 7.4, Venn Valley's total aggregate liability to the Purchaser of a Tour for any cause of action arising out of or in connection with the Contract (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the price paid by (or on behalf of) the Purchaser of a Tour for the Tour.

7.3 Subject to Condition 7.4, Venn Valley shall have no liability whatsoever for any indirect, special, consequential or exemplary loss or damage incurred by the Purchaser of a Tour (including, but not limited to, any travel and accommodation costs) arising out of or in connection with the Booking or Group Booking or the suspension or cancellation of the Booking or Group Booking by Venn Valley pursuant to Condition 7, whether or not the Purchaser of a Tour knew or should have known of the possibility of such loss or damage.

7.4 Nothing in the Contract shall limit or exclude Venn Valley's liability for:

7.4.1 Death or personal injury caused by its negligence; or

7.4.2 Fraudulent misrepresentation.

8. Warranties and indemnities

8.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.2 The Purchaser of a Tour shall indemnify Venn Valley against (i.e. reimburse Venn Valley for) all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Venn Valley (including in respect of any third party claim brought against Venn Valley) and arising out of or in connection with any actions of, or damage caused by, the Purchaser of a Tour.

9. General

9.1 Venn Valley shall have no liability to the Purchaser of a Tour under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

9.2 No variation of the Contract or the Conditions shall be valid unless it is in writing and signed by or on behalf of both Venn Valley and the Purchaser of a Tour.

9.3 Notwithstanding that any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract shall continue in full force and effect.

9.4 The Contract shall be construed and performed in all respects in accordance with the laws of England and each party agrees to submit to the exclusive jurisdiction of the English courts.

9.5 The images, digital copies, descriptive matter and specifications of the goods contained on the Website are posted for the sole purpose of giving an approximate idea of the goods and you acknowledge that there may be slight differences. They will not form part of this Contract.

9.6 Unless otherwise expressly stated in these Terms and Conditions, all notices from you to us must be in writing and sent to our registered address at Star Cross Farm, Blakes Hill Road, Newland Landkey, Barnstaple, Devon, EX32 0NN and all notices from us to you will be displayed on our Website from time to time.