

Terms and Conditions for Belvoir Castle Opening Tickets and Entrance

Belvoir Castle Opening LLP
Company Number OC421335
Registered Office:
Bowden House
36 Northampton Road
Market Harborough
Leicestershire
UK
LE16 9HE

This page (together with the documents referred to on it) tells you the Terms and conditions on which we supply any goods listed on our website www.belvoircastle.com to you. Please read them carefully before ordering any goods from our website. You should understand that by ordering any of our goods, you agree to be bound by these terms and conditions.

Belvoir Castle, Grantham, Lincs, NG32 1PE (referred to as “we”, “our” and “us”) is the operator of this website. As a user of this website (referred to as “you” and “your”) you acknowledge that any order you make, is subject to our terms and conditions below. Our Trading Address is
Belvoir Castle, Grantham, Lincs, NG32 1PE

Please read through these terms and conditions carefully and print a copy for future reference. We may change these terms and conditions at any time (but not in relation to orders that have been sent to us). Any changes will take effect on the date they are posted onto this website. Your continued use of this website will be subject to the then current terms and conditions.

1. PRIVACY

1.1 You acknowledge and agree to be bound by the terms of our privacy policy.

2. SERVICE AVAILABILITY

2.1 Our website is intended for use by people resident throughout the world.

3. YOUR STATUS

3.1 By placing an order through this website, you warrant to us that:

3.1.1 You are legally capable of entering into binding contracts; [and]

3.1.2 You are at least 18 years old;

3.1.3 [You are resident in one of the Serviced Countries; and]

3.1.4 [You are accessing our website from that country.]

4. THE ORDER PROCESS

4.1 You can only place an order once you have successfully supplied required information including your email address. Information that you provide while ordering with us must be complete and accurate. You agree that we may block your order if we reasonably believe that the information you have supplied is inaccurate

4.2 Before you submit an order (by clicking the Submit Order button) you will have an opportunity to identify and correct any input errors in your order.

4.3 After you submit an order we will give you an Order Reference Number and we will give you details of the goods you have ordered. We will send the same details to you in an email to the email address you provided when you registered an account with us. This email will be an acknowledgement of your order and not an acceptance of it.

4.4 We do not file details of your order for you to subsequently access directly from our website. Therefore, please print out your acknowledgement of order for your future reference.

5. THE CONTRACT WITH US

5.1. We must receive payment of the whole of the price for the goods that you order before your order can be accepted. You may only make payment using a credit card or debit card. Once payment has been received by us we will confirm that your order has been accepted by sending you another email. We may also decline all or part of your order for any reason, in which case our further email will tell you so. Our acceptance of your order brings into existence a legally binding contract between us.

5.2. If you are buying on behalf of a business, you confirm that you have authority to bind any business on whose behalf you use this website.

6. PRICE

6.1 The price payable for goods that you order are as set out in our website (except in cases of obvious error) and are in UK pounds. They include any value added tax payable (which will be currently charged at a rate of 20% for orders from a [European Community] member state).

6.2 You will be required to pay extra for delivery at the rates set out separately in your Shopping Basket.

6.3 The total cost of your order will be inclusive of VAT and all delivery charges will be added.

6.4 Prices, offers and goods are subject to availability and may change.

6.5 We try and ensure that at all times the information and prices on our website are accurate and up to date, however, errors can occur. If we discover an error in price or description of a good ordered by you, we will tell you as soon as possible and ask you whether you wish to reconfirm your order at the correct price or cancel it. If we are unable to contact you we will treat your order as cancelled.

6.6 Payment for all products must be by credit or debit card. We accept payment with All Major Credit & Debit Cards, which can be viewed online upon checkout.

7. DELIVERY

7.1 We will deliver the goods ordered by you to the address registered against your account at the time you make your order by using Royal Mail (for small items) or a selected courier service. Delivery must be to an address in the Serviced Countries. We cannot deliver outside the Serviced Countries]. All courier deliveries must be signed for by someone aged 18 years or over (except for items sent by post and which are small enough to be put through your letterbox). Please make sure you keep the receipt enclosed with your goods.

7.2 Very occasionally different products in the same order will be delivered separately. We will let you know in advance if this is to happen.

7.3. Where in stock, most orders are delivered within 5 working days (i.e., Monday to Friday inclusive, but excluding English bank holidays) from the time we accept your order and in any event within 30 days of your order. An estimated delivery time will be given to you in our acknowledgement of order.

7.4. If we cannot deliver the goods ordered within 30-days of your order because they are unavailable we will inform you. You may then agree to allow us extra time to make delivery or ask us to re-credit your account with any sum debited by us from your debit or credit card. If you do not agree to allow us extra time to make delivery, or we do not get a response from you, we will treat the contract as cancelled by you and re-credit your account with any sum debited by us from your debit or credit card as soon as possible, and in any event within 30 days of our notification to you. We shall not be under any liability to you for our failure to deliver the goods to you.

8. DELIVERY CHARGES

8.1 Our delivery charges are a Flat Rate and charged accordingly.

9. MISSING, DAMAGED OR INCORRECT ORDERS

9.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us of the problem by emailing the address noted in clause 10.4.1 or writing to us at the address noted in clause 10.4.2. Therefore, upon receipt of your goods you should inspect your goods to ensure they have not been damaged in transit, and they are what you ordered, and the delivery is of a correct quantity. To assist us, and to minimise any delays, in addressing your problem you should report any problem (please quote your invoice number when contacting us) within 24 hours of the delivery of the goods in question. Not doing this may lead to delays in addressing your problem.

10. YOUR RIGHT TO CANCEL YOUR CONTRACT

10.1. The right to cancel your contract detailed in this clause 10 shall only apply if you are ordering from the European Economic Area.

10.2. You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

10.3. You cannot cancel your contract if:

10.3.1. you return the goods without proof of purchase;

10.3.2. [the seal has been broken on any audio recordings, video recordings or software;]

10.3.3. [the goods were newspapers, periodicals or magazines;]

10.3.4. [the goods are made to your specification or have been personalised; or]

10.3.5. by reason of their nature cannot be returned.

10.4. To cancel your contract you must notify us in writing by:

10.4.1. emailing us at marketing@belvoircastle.com

10.5. If you have received the goods before you cancel your contract then, unless under clause 10.3 you do not have a right to cancel, you must send the goods back to us at the address noted in clause 10.4.2 at your own cost and risk. You must take reasonable care to see the goods returned to us are not damaged in transit. We therefore recommend that you return the goods to us using Royal Mail's registered post or using a reputable courier (in each case please ensure the goods are insured to their replacement value). We will not accept liability for goods that are damaged in transit and recommend you ensure the goods are sufficiently packaged to prevent this happening. The goods must be complete and in an 'as new' condition. If you have opened the box to examine the goods you must have done so using reasonable care. The goods should be returned with the original accessories and, where possible, the original box and packaging.

10.6. If you cancel your contract, but we have already processed the goods for delivery, you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address noted in clause 10.4.2 at your own cost and risk as soon as possible. Again, you must take reasonable care to see the goods returned to us are not damaged in transit. We therefore recommend that you return the goods to us using Royal Mail's registered post or using a reputable courier (in each case please ensure the goods are insured to their replacement value). We will not accept liability for goods that are damaged in transit and recommend you ensure the goods are sufficiently packaged to prevent this happening.

10.7. Once you have notified us that you are cancelling your contract, any sum debited by us from your debit or credit card will be re-credited.

11. RETURN OF FAULTY GOODS

11.1 In the unlikely event of a fault with your goods please contact our support staff:

11.1.1 by emailing: marketing@belvoircastle.com

11.2 Our support staff will discuss the alleged fault with you. If your goods need to be returned to us, our support staff will give you further instructions. Please also enclose with the return package a written description of the alleged fault in the goods. The return to us of the allegedly faulty goods will be at your own cost and risk. We therefore recommend that you return the goods to us using a form of registered or special post or using a reputable courier (in each case please ensure the goods are insured to their replacement value). We will not accept liability for goods that are damaged in transit and recommend you ensure the goods are sufficiently packaged to prevent this happening. When returning the goods to us please do not use a premium courier service (e.g., sameday delivery) because we will only refund to you your reasonable direct costs of delivering the goods to us if the fault is verified.

11.3 Upon receipt of the allegedly faulty goods, they will be extensively tested for the reported fault. If after testing we verify the fault (or you have the fault verified by an independent expert) we will refund the reasonable direct costs of delivering the faulty goods to us and we will offer you either a refund, repair or exchange as is reasonable in your specific circumstances.

11.4 However, if we cannot verify the fault (or you cannot have the fault verified by an independent expert) or we prove the goods are not faulty, the returned goods will be returned to you. You will be responsible for the cost of postage and packaging for the return of the goods to you in such circumstances. We reserve the right to charge you a fee for our time in diagnosing a purported fault where we can show you that the goods are not faulty.

11.5 To qualify for a refund or exchange of the goods:

11.5.1 you must give us proof of purchase (e.g., a receipt, cheque stub or credit or debit card receipt); and

11.5.2 the goods must otherwise be in an 'as new' condition and complete with any original accessories (and, if possible, the original box and packaging).

11.6 Please return the goods to us at the address noted in clause 10.4.2. 11.7 We will not repair, exchange or refund goods whose fault was caused through accident, neglect, misuse or normal wear and tear.

12. LIABILITY

12.1 We warrant to you that any goods you purchase from us through this website are of satisfactory quality and fit for their normal purpose (or any specific purpose you have made known to us which we have confirmed the goods fit for).

12.2 If you or we notify a problem under clauses 9.1 or 11, our only obligation to you will be, at your option (subject to as otherwise provided for in those clauses):

12.2.1 to make good any shortage or non-delivery;

12.2.2 to, as is reasonable in your circumstances, replace or repair any goods that are damaged or defective; or

12.2.3 to refund to you the amount paid by you for the goods in question.

12.3 We will not be liable under our contract with you for any loss, damage or expense you suffer as a result of us breaking any of our obligations if the loss, damage or expense is not a foreseeable consequence of us breaking our obligation. Loss, damage or expense is foreseeable where they could be contemplated by you and us at the time our contract with you is concluded. We are not responsible for indirect or consequential losses, damages or expenses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity). Under no circumstances shall we have any liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question.

12.4 [Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this clause 12 and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 12.2.3 above

12.5. Our maximum liability to you in connection with any goods purchased through our website is strictly limited to the purchase price of the goods in question

12.6. We will take reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

12.7. Our liability to you shall not in any way be limited:

12.7.1. for death or personal injury caused by our negligence;

12.7.2. under section 2(3) of the Consumer Protection Act 1987;

12.7.3. for fraud or fraudulent misrepresentation; or

12.7.4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

12.8. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our website. If you order products from our website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase. Please contact your local customs office for further information before placing your order.

12.9. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under English law or under the law of your home country.

13. ADDITIONAL TERMS

13.1 Additional terms and conditions may apply for our offers. If so, you will be advised of them at the relevant point.

14. INTELLECTUAL PROPERTY

Terms & Conditions cont...(4)

14.1 We, or our licensors, own the copyright, trademarks and all other intellectual property rights in all material and content of this website, which you may use, download and copy for your own personal, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited.

14.2 You may not create any link to this website without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it by anyone else.

15. AVAILABILITY OF THIS WEBSITE

15.1 We make no warranty or promise that this website will remain available for your use, or that its use will always be free from viruses or bugs or any errors. We will not be liable to you for any loss of content or material you upload or transmit through this website.

16. THIRD PARTY ORDERS AND WEBSITES

16.1.[Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

16.2. We may provide links to other websites for your convenience. Any other websites to which you link from this website are governed by their own terms and conditions. We accept no responsibility or liability for the content or operation of websites which are not under our control and do not endorse them.

17. WRITTEN COMMUNICATIONS

17.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices and other communications that we provide you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. NOTICES

18.1 Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address noted in clause 10.4.2 or by email to datacontroller@belvoircastle.com and all notices from us to you will be emailed to you at the email address you provided us when you registered an account with us.

19. EVENTS BEYOND OUR CONTROL

19.1 We shall have no liability to you for any failure to deliver the goods you have ordered, or any delay in doing so, that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

19.2 Our performance under any contract is deemed to be suspended for the period that the event of the type described in clause 19.1 continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event of the type described in clause 19.1 to a close or to find a solution by which our obligations under the contract may be performed despite the event of the type described in clause 19.1.

20. INVALIDITY

20.1 If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these terms and conditions will not be affected.

21. AMENDMENTS

21.1 We do not accept amendments to these terms and conditions unless they are agreed in writing by one of our shop managers.

22. WAIVER

22.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and condition, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

22.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

22.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18.

23. ASSIGNMENT

23.1 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for goods to any third party unless agreed upon in writing by us.

23.2 We reserve the right to transfer, assign, novate or sub-contract the whole or part of any of our rights or obligations under these terms and conditions or any related contract to a third party.

24. THIRD PARTY RIGHTS

24.1 Except for our affiliates, managers, employees or representatives, a person who is not a party to our contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of our contract or these terms and conditions. However, this does not affect any right or remedy of a third party that exists or is available apart from that Act.

25. GOVERNING LAW

25.1 The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have [non-exclusive] jurisdiction to resolve any disputes between us. English is the language offered for the conclusion of the contract between you and us.

26. ENTIRE AGREEMENT

26.1 We intend to rely on the written terms set out in these terms and conditions, together with our current website prices, delivery details, contact details and privacy policy. If you require any changes, please make sure you ask for these to be put in writing. In that way we can avoid any problems about what we and you are expected to do.

26.2 Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

Terms and Conditions for Belvoir Castle Admission Tickets and Afternoon Tea Vouchers

Legal Statement & Terms & Conditions for Admission Tickets & Afternoon Tea Vouchers purchased online through our website.

Information found under the Visiting & Events tab on Belvoir Castle's website has been prepared solely to provide information about services offered.

Belvoir Castle reserves the right to make alterations and corrections to the information contained on our website at any time without notice.

This website is provided 'as is' without any warranty or implied terms of any kind, either express or implied, including but not limited to any implied warranty or implied terms of merchantability, fitness for a particular purpose or non-infringement. All such implied terms and warranties are hereby excluded.

By accessing our website, you agree that Belvoir Castle will not be liable for any direct, indirect or consequential loss arising from the use of the information material contained on the website or from your access of other material on the internet via web links from this site. The above exclusions and limitations apply only to the extent permitted by law.

All Belvoir Castle terms and conditions apply.

1. Before completing your online purchase, please carefully review what you have selected – **Once purchased, tickets cannot be exchanged, refunded, or returned.**
2. Admission tickets & afternoon tea vouchers must be printed, please keep your printed tickets/vouchers in a safe place. We cannot accept duplicates, copies or other alternative tickets of any kind.
3. All major credit and debit cards are accepted as a method of payment, however please note that we do not accept AMEX.
4. All admission tickets & afternoon vouchers will be emailed to the address entered at time of purchase, please ensure that a valid email address is entered.
5. All prices are correct at the time of publishing; however, they are subject to change without prior notice.
6. Visitors will only be granted entrance to Belvoir Castle with a valid admission ticket.
7. Belvoir Castle reserves the right, at its absolute discretion, to refuse entry or to remove any visitor from Belvoir Castle.
8. Belvoir Castle reserves the right to at any point close any area within the castle & estate for private use by the Rutland Family, planned events or functions.
9. The booking reference is confirmation of acceptance of the booking.
10. Photography in the gardens & parkland is allowed for non-commercial private use. Photography is not permitted inside the castle & the use of Drones is not permitted anywhere at Belvoir Castle.
11. 25 or more persons constitute as a group. Special rates & tailored visits are available, these must be pre-booked & paid for in advance of your visit, please contact us on 01476 871001.

Belvoir Castle Annual Pass Terms and Conditions

These are the terms and conditions (“Terms”) on which Belvoir Castle supply an annual pass to visitors that purchase a Castle & Garden ticket on free flow or guided tour. Please read these Terms carefully. These Terms outline what is and is not included in your annual pass, terms and conditions and entry requirements and important information.

These Terms are inherent characteristics of the annual pass and are independent of any other contract and cannot be varied. Purchase and use of any annual pass is in accordance with the Castle tickets terms and conditions of entry which can be found on our website at:
<https://belvoircastle.com/terms-and-conditions/>

An annual pass will only be valid when it is used and presented by the named holder, it displays a name which is only valid with photo ID and within the expiry date. Photocopies or photographs of an annual pass will not be accepted. Any use or attempted use of an annual pass in breach of these Terms or the Castle’s terms and conditions of entry will result in the annual pass being revoked without compensation. For the avoidance of doubt, pass sharing is a breach of these Terms and any attempted use of an annual pass by someone other than the named holder, regardless of the reason, will result in the annual pass being revoked. Each annual pass holder will be issued with either a couple pass, child pass, his/her own Season Ticket or a Family Pass which allows 2 adults and 3 children entry. The purchaser of the annual pass must be 18 years or over. The annual pass entitles the holder to day admission to Belvoir Castle from the date of issue until the number of months specified at the time of purchase (12 months by default).

Entry using an annual pass is subject to standard terms and conditions of entry outlined by Belvoir Castle. All events are excluded from annual passes by default and event tickets must be purchased separately.

Please check the full Castle opening and closing dates and times at www.belvoircastle.com with seasonal opens time through March to December (not including Christmas at the Castle).

Belvoir Castle reserves the right to vary the opening and closing dates of the Castle, remove or cancel any events or facilities within the grounds for any reason including, but not being limited to technical, health and safety and/or operational reasons or due to special events or private functions. For the avoidance of doubt, the full value or any part of the value of the annual pass will not be refunded nor will any compensation be payable if any of features at the Castle are removed or closed during the year.

Additional charges apply for entry into at Belvoir Castle Events. These events sell out so please book online accordingly if you wish to attend these events.

All annual passes remain the property of Belvoir Castle and can be withdrawn at any time. Annual passes are non-transferable and cannot be sold, loaned or given away to or used by a third party. Access may be denied to the Castle in the event of fraud or misuse of the annual passes, and the annual pass can be withdrawn from any person whose conduct is deemed to be inappropriate in the absolute discretion of the parks. Inappropriate conduct includes, but is not limited to, allowing or assisting a third party to attempt to gain unauthorised or improper access to the parks with an annual pass of which they are not the valid holder.

Possession of the annual pass does not guarantee entry to the Castle. The management of the Castle reserves the right to refuse admission for any reason as provided by the Castle's regulations including, but not being limited to, the Castle reaching full capacity.

Entry to the Castle will not be permitted in the event that a valid annual pass cannot be presented for any reason including, but not being limited to, the annual pass being lost, stolen or forgotten. Failure to present a valid annual pass will result in a charge of the normal admission rate, which will be non-refundable.

Annual Passes cannot be used in conjunction with any promotional offer, voucher or advance booking or with any other offer or discount unless explicitly stated. Lost annual passes should be reported to Belvoir Castle's marketing department marketing@belvoircastle.com at the earliest convenience.

In the event of a lost annual passes, the park/s will re-issue a replacement annual pass. A fee of £5 will be charged for the re-issue of each lost annual pass.

Duplicates of any passes cannot be obtained. Please always provide your valid annual pass with the named person and photo ID to gain entry.

The small print

We reserve the right to vary the opening and closing dates and times of the Castle. This may mean removing or cancelling any events or facilities within the grounds for any reason including, but not being limited to technical, health and safety and/or operational reasons or

due to special events or private functions. The full equivalent value (or any part of the value of the annual pass) will not be refunded nor will any compensation be payable if any of the features or attractions at the Castle are removed or closed during the year.

In the event of fraud or misuse of your annual pass, we won't be able to allow you entry to the Castle. Nor will we do so if you're behaving inappropriately or helping someone gain unauthorised access. It's a question of good manners. We're sure you'll understand.

All annual passes remain the property of Belvoir Castle and can be withdrawn at any time.

When you purchase and use the annual pass, please be aware that this is in accordance with the Castle's terms and conditions of entry which you can find on our website at:

<https://belvoircastle.com/terms-and-conditions/>