

Terms and Conditions

Accommodation Bookings

NEW BREWERY ARTS (England and Wales) is a registered charity and company limited by guarantee trading as NEW BREWERY ARTS whose registered office is at Brewery Court, Cirencester, Gloucestershire GL7 1JH (registered company numbers 2388534 & 2280161 , registered charity number 900036) and referred to in these terms and conditions as 'NEW BREWERY ARTS', 'we' or 'us'.

1. General

1.1 Glossary

"Booking" means a booking for a stay at The Barrel Store via NEW BREWERY ARTS's channels and includes accommodation and any additional product or service (including those provided by a 3rd Party) purchased from NEW BREWERY ARTS;

"Contract" means the agreement between us and you to fulfil a Booking or purchase a Product;

"Customer" means any customer who makes or is making a Booking with NEW BREWERY ARTS or purchases a Product from NEW BREWERY ARTS and references to 'you' and 'your' shall have the same meaning;

"Group" means an organised, official group formed with a constitution and/or memorandum and articles and as explained in further detail in clause 5;

"No-Show" means a guest who does not arrive and gives no notice or indication of such intent;

"Writing" means letter, fax or email;

"NEW BREWERY ARTS" means NEW BREWERY ARTS (England and Wales);

"The Barrel Store" means accommodation run by NEW BREWERY ARTS.

1.2 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.3 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise

you of any changes at the time of making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.

1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

2. Making a Booking

2.1 All Bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the booking has been successful. The Contract between us will only be formed when we send you this confirmation. If you have made multiple orders, the Contract will only relate to the order or part of the order which has been confirmed as successful. All Bookings are subject to availability and NEW BREWERY ARTS reserves the right to decline any booking at its discretion. Upon receipt of this confirmation it is the responsibility of the customer to check all details confirmed are correct in terms of the customer's requirements. If a customer considers there is an error, this must be brought to the attention of NEW BREWERY ARTS within 14 days of receipt of the confirmation otherwise the contract will be considered to stand as per the terms outlined in this confirmation.

2.2 Bookings can only be discussed and amended by the customer who has made the booking and whose details are held on record by NEW BREWERY ARTS.

2.3 Bookings to stay at The Barrel Store may be confirmed through our website at www.NewBreweryArts.org.uk, by telephoning NEW BREWERY ARTS.

2.4 By making a Booking or purchasing a Product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases made by telephone, web or other forms of distance communication are made subject to these terms and conditions and the person placing the Booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a Booking for, and confirms that all such persons are aware of and accept these conditions.

2.5 The maximum length of stay at The Barrel Store is 14 days. Following any period of stay, greater than 10 days, guests may not return to The Barrel Store for at least 14 nights. Guests are not permitted to book consecutive stays at The Barrel Store if the total of such stays exceeds 14 days. NEW BREWERY ARTS exists to create opportunities for all in arts and creativity. We are not authorised to, and therefore we do not, provide semi-permanent housing.

NEW BREWERY ARTS cannot be used as a primary place of residence. Unless agreed otherwise in writing.

3. Valid ID Required

We work hard to create a safe and welcoming atmosphere for all of our guests. To assist with this you will be asked to provide valid ID on arrival at The Barrel Store. We reserve the right to ask for ID from any guest on check in. We reserve the right to refuse accommodation at our discretion.

Acceptable forms of ID to include passport, identity card, approved photo ID cards, driving licence, student ID card or credit cards that match the name on the booking.

4. Payment

4.1 Payments shall be made in such format as we may agree with you when you place an order.

4.2 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

Individual Bookings

4.2.1 For Bookings made via NEW BREWERY ARTS office or NEW BREWERY ARTS Website full payment is required at the point of Booking;

Group Bookings

4.2.2 Group Bookings made more than 7 months in advance of arrival date. A provisional booking can be held for up to a maximum of 14 days without payment. To confirm a first deposit of 10% of the total booking value is required. Your first payment will confirm acceptance of the group booking terms and conditions stated in this document. A further deposit of 15% of the total booking value is due 6 months before arrival and the full balance is due 8 weeks before arrival.

4.2.3 Group Bookings made within 7 months of arrival date. A provisional booking can be held for up to a maximum of 14 days without payment. To confirm a deposit of 25% of the total booking value is required. Your first payment will confirm acceptance of the group booking terms and conditions stated in this document. The full balance is due 8 weeks before arrival.

4.2.4 Group Bookings made within 12 weeks of arrival date. A provisional booking can be held for up to a maximum of 7 days without payment. The total booking value should be paid at least 8 weeks before arrival.

4.2.5 NEW BREWERY ARTS will, where applicable, send you an invoice for all payments at least two weeks before the payment due date, based on the latest guest numbers provided. If payment is overdue at any stage, NEW

BREWERY ARTS reserves the right to remove any free leader places, discounts or eligibility for exclusive usage or cancel your booking.

4.3 If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your Booking and/or we may suspend the supply and/or deliveries of any other services being provided to you by NEW BREWERY ARTS.

4.4 Deposits payable under clause 4.2 are non-refundable except in the circumstances set out in clauses 6 and 12.

5. Group Bookings

5.1 Groups are defined as being an organised official group having a constitution or memorandum and articles and comprising of 16 people or more. These 'Groups' are subject to the standard group terms and conditions and also any overnight discounts applicable to the relevant demographic of the Group. If a Group of less than 16 people book they will be subject to non-Group terms and conditions and will have to make full payment at the time of booking.

5.2 Group booking will have a nominated group leader, who is responsible for making and overseeing the booking, including financial and legal responsibility.

5.3 People travelling as an informal group with friends or family are not entitled to Group Booking Terms and group payment terms & conditions will not be applicable.

5.4 Group leaders accompanying the Group are responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.

5.5 Groups shall not offer for sale to the general public (or publicly advertise the sale of) The Barrel Store facilities or NEW BREWERY ARTS services without the prior written agreement of NEW BREWERY ARTS.

5.6 Sole use of the hostel may be offered but will be subject to explicit agreement at the time of booking. Unless specifically highlighted in the confirmation, such guests will not be entitled to, nor should they expect sole-use of any hostel, wing, section or grounds of The Barrel Store. In the case of booking The Barrel Store on a sole-usage basis, customers may be asked to pay for a minimum number of beds or be charged an additional supplement. These conditions will be agreed and confirmed at the time of the initial booking; sole-usage will not be guaranteed should the number of guests reduce below the agreed minimum number at a later date.

6. If you change your Booking

Individual Bookings

6.1 Changes requested from the date your Booking is confirmed with payment will be treated as cancellations (see clause 8 below).

6.2 Changes to numbers of nights booked shall be treated as a cancellation and shall be subject to our standard cancellation policy (see clause 7.4), subject to the exception in clause 6.4.

6.4 Changes to Numbers A Group Booking can decrease in guest numbers by up to 10% up to 8 weeks before arrival without incurring a cancellation fee. Thereafter any additional decreases in Group numbers will be considered a cancellation and the cancellation charges will apply. Cancellation charges will be calculated on a per person per night basis.

7. If you cancel your Booking - our refund policy

7.1 All Booking cancellations are subject to our refund policy, contained within this clause.

7.2 All refunds are calculated according to the time between notification of the cancellation being received by NEW BREWERY ARTS and the time of the first night of your stay. The first night of your stay is defined as starting at 12pm (12 noon).

7.3 Individual bookings – please call NEW BREWERY ARTS in order to cancel your booking.

7.3.1 The Barrel Store Bookings

Please note that you cannot cancel part of a Booking without cancelling the whole Booking and re-booking. Such cancellations will be subject to our refund policy below.

| | Cancellation of the whole Booking |
|--|---|
| 24 hours or more notice | We will refund 90% of the total Booking. |
| Less than 24 hours notice (after 12pm of the day prior to the booking) | We will refund 90% of the total Booking less the full cost of the first night's stay including any meals and/or Third Party Services. |

| | |
|----------------|-----------|
| No Show | No refund |
|----------------|-----------|

Promotional Bookings - Bookings made using any promotional code non-refundable and non-transferable.

7.4 Group Bookings - Please notify The Barrel Store or NEW BREWERY ARTS immediately of any cancellations. Our cancellation charges depend on the notice period given and are shown below:

| No. of days before arrival | Cancellation Charge Payable |
|----------------------------|-------------------------------------|
| more than 56 days | Any deposits already paid or due |
| 55 - 42 days | 30% of the total cost of your stay |
| 41 - 28 days | 60% of the total cost of your stay |
| 27 - 15 days | 90% of the total cost of your stay |
| 14 days or less | 100% of the total cost of your stay |

Cancellation charges will be calculated on a per person per night basis.

Promotional Bookings Group Bookings made using any promotional code non-refundable and non-transferable.

7.5 Promotional Bookings Terms & Conditions

Promotional offers will be subject to specific terms and conditions and where they may conflict with these terms and conditions the terms and conditions of the promotional offer shall apply throughout the offer period. This shall apply for stays of one night or more at The Barrel Store and all reservations shall be paid in full prior to arrival. Any additional Products or services included in these offers cannot be cancelled. No amendments or refunds can be made and offers are non-transferable. Offers are available at selected locations only and are subject to availability. Advertised rates are inclusive of VAT. This does not affect your rights should NEW BREWERY ARTS cancel your Booking in which case clause 12 applies.

7.6 Additional services

The total cost of any Course or Workshop tickets are payable in advance. Any such purchases will be considered part of your Booking and any cancellations of these services will be dealt with in accordance with clause 7.3 or clause 7.4 as appropriate.

7.7 NEW BREWERY ARTS Products

Donations are non-refundable unless an error is made by NEW BREWERY ARTS during processing.

Gift vouchers are non-refundable.

7.8 Applying for a refund – please apply within 90 days of cancellation. If you have cancelled with the contact centre then you will not be required to fill out a refund form. Alternatively [print this form](#) and return it by post or fax. Please do not email completed forms back to NEW BREWERY ARTS - any forms received by email are automatically deleted without being processed.

For any queries please call (UK) 01285 657181 (outside UK) 00 44 1285 657181

8. Your Responsibility and Behaviour

8.1 Whether a Group booking, or a booking made by or on behalf of individuals, if the behaviour of yourself or any member of a party is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay completely. If any member of NEW BREWERY ARTS staff considers that the behaviour of any member of your party is unacceptable, they are authorised to end the stay and you will be asked to leave NEW BREWERY ARTS premises. Should this situation arise our responsibility for your booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds. You are responsible for the cost of any damage caused by yourself or your party during your stay, these charges will be levied by and should be paid to NEW BREWERY ARTS. Should any such behaviour halt or interrupt NEW BREWERY ARTS's ability to continue to trade any bed, room or other product, you will be responsible for compensating NEW BREWERY ARTS in full for all losses directly or indirectly incurred. Furthermore such behaviour or damage may lead to civil or criminal proceedings where appropriate. Furthermore by these terms and conditions you agree that NEW BREWERY ARTS may at its discretion take a £200 pre authorisation (on your credit or debit card) as a security bond towards damage caused by you or your group to NEW BREWERY ARTS property during your stay (For the avoidance of doubt such bond will only be claimed in the event of damage as referred to above).

8.2 We pride ourselves on creating friendly welcoming and above all a safe place for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

8.3 Party Leader responsibilities - As a group leader making a group booking you are also accepting responsibility for the behaviour of all participants. There should be at least one responsible adult on duty at all times, this is in order to ensure all participants behave according to NEW BREWERY ARTS policy.

9. Exclusive Hire

Definitions

'We, Us or Our' – means NEW BREWERY ARTS (England and Wales)

'You or Your' means the hirer being the person making the booking

'The Barrel Store' means the premises hired by you together with any grounds and outbuildings.

9.1 Booking, Deposit and Balance

A non-refundable, non-transferable deposit of 25% will be taken to secure your booking (bookings made less than 8 weeks in advance require full payment at the time of booking). Payment can be made by MasterCard, Visa, Switch or Solo.

9.2 The balance of the account should be received at the booking office 8 weeks before the date of arrival.

9.3 Cancellations

9.3.1 In all cases, if you have to cancel your booking, please inform us as soon as possible by phone and in writing.

9.3.2 If you have to cancel your booking the following cancellation fees apply, dependent on the number of days before the arrival date that notification of cancellation is received:

| No. of days before arrival | Cancellation Charge Payable |
|----------------------------|------------------------------------|
| more than 56 days | Any deposits already paid or due |
| 55 - 42 days | 30% of the total cost of your stay |

| | |
|-----------------|-------------------------------------|
| 41 - 28 days | 60% of the total cost of your stay |
| 27 - 15 days | 90% of the total cost of your stay |
| 14 days or less | 100% of the total cost of your stay |

9.4 Arrival and Departure

On the day of arrival, The Barrel Store is available from 4.00pm. On the day of departure you are asked to vacate by 12noon. It may sometimes be possible to book an early check in from 2pm and / or a late check out to depart by 2pm, subject to availability. Early check in and late check out are each available at an additional cost of £1 per bed available at the property. Please contact The Barrel Store team to arrange this for you by phoning 01285 657181.

9.5 Your Responsibilities

This booking has been entered into on the understanding that the total number in your party shall not exceed the total number of beds available at The Barrel Store as stated in the brochure and on the New Brewery Arts website.

9.5.1 You are considered to be the group leader and must be over 21 years old. You are responsible for the payment of the booking, the safety of the group and the general housekeeping of the hostel during the stay.

9.5.2 You are responsible for looking after the hostel and its equipment during the period of hire and are expected to take good care of it.

The hostel is provided fully furnished. Bed linen is provided, but you will need to bring your own towels.

You are advised to check on arrival and report any shortcomings, damage or missing items immediately to us or our NEW BREWERY ARTS representative.

You must report and pay for any damage caused to the hostel or for equipment lost, damaged, broken or stolen during the occupancy.

Unsuitable substitutes are not accepted. All the equipment, utensils etc. must be left in a clean condition at the end of the hire period. A charge of £12.00 per hour will be made by us if any additional cleaning is required. Please ensure that all cookers, lights and heaters are switched off, doors and windows are secured, rooms are left clean and tidy and waste bins are emptied, before handing the key back to us or to our NEW BREWERY ARTS representative.

9.5.3 Pets are not permitted. It may be possible for special arrangements to be made for Registered Assistance Dogs, if discussed in advance with The Barrel Store team.

9.5.4 Guests are not allowed to bring their own beer, wine or any other alcoholic substance to The Barrel Store. Beer and wine can still be brought to non-licensed premises and the restriction is not applicable to our popular Exclusive Hire scheme where the entire property is hired.

This is not a commercially driven regulation from NEW BREWERY ARTS England & Wales. Under licensing laws, NEW BREWERY ARTS and its staff are responsible for the behaviour of guests on licensed premises. In the event of rowdy drunken behaviour on licensed premises, or where one guest supplies another with alcohol brought on to the premises, NEW BREWERY ARTS and its staff as the licensees could be deemed to be liable. This is the case even if NEW BREWERY ARTS did not supply the beer or wine.

Should an incident occur which contravenes the law resulting in guests becoming drunk or causing nuisance to other guests, then NEW BREWERY ARTS may be liable to prosecution for allowing the incident to take place. They may also be liable where alcohol is supplied by a guest to an individual under 18, in which case both the guest and NEW BREWERY ARTS may be liable to prosecution. NEW BREWERY ARTS guests are however free to take their own alcohol into hostels which do not have a premises licence although NEW BREWERY ARTS maintains responsibility for the behaviour of guests and therefore expects the same level of conduct as in licensed premises.

NEW BREWERY ARTS has to recognise its responsibilities to its own staff that could face substantial fines or jail sentences of up to six months.

9.5.5 We reserve the right to decline a booking, or refuse to hand over a hostel to any person or group where, in our opinion facilities are unsuitable for the hirer or any member of the hirer's party on the grounds of age, ill health, disability, or inexperience without liability on either side. We reserve the right to repossess The Barrel Store at any time where damage has been caused, or in our opinion is likely to be caused, by you or any member of your party. In such cases we shall not be liable to make a refund of any portion of the hire fee paid.

9.6 Your Conduct

As The Barrel Store is located close to residential areas, please show consideration for our neighbours. If you or a member of your party fails to comply with this requirement, your booking may be terminated and you will

be asked to leave. If you enter The Barrel Store after this time you will be trespassing. No whole or partial refunds will be made if your party is asked to leave under these circumstances.

Important Note: The use of candles, incense burners, flammable liquids/gases, fireworks, camping stoves and firearms is strictly prohibited at NEW BREWERY ARTS. Use of such items may result in the party being asked to leave immediately, without refund of any portion of the hire fee.

10. Community Room Bookings

CONDITIONS

To confirm your booking, please send full payment for the room hire, as listed on your invoice for the room(s) that you require. In order for the booking to be confirmed this must reach us within 14 days of receipt of this correspondence (48 hours for bookings made within 14 days of your visit date).

10.1 Unconfirmed bookings will be cancelled without further notice after this time.

10.2 Any catering requirements should be notified as soon as possible and confirmed 7 days before your visit.

10.3 The balance for catering will be invoiced after the event; amendments to the catering numbers cannot be guaranteed unless made 7 days before your event.

10.4 In the event of a cancellation, cancellation charges will apply (see below section 10.8).

10.5 Any lost room key will incur a £5 replacement charge. Damaged equipment will be subject to the appropriate charge.

10.6 Please make cheques payable to NEW BREWERY ARTS LTD. Payment by credit/debit card and BACS is also accepted.

11.7 Projector hire is available, subject to a charge to cover wear and tear to the equipment. Lap top hire is not included in the fee – we are unable to provide a laptop, please arrange to bring one. We can provide a VGA cable to connect your laptop to the projector, if you require any other type of cable please bring a suitable adaptor. During your event there will only be minimal technical help provided, please arrive early to ensure you have time to set up. We are able to arrange a test session in advance on request, please contact us direct to arrange in good time.

10.8 COMMUNITY ROOM CANCELLATION CHARGES

If you have to cancel a meeting room booking, the following refund schedule will apply:

more than 4 weeks before arrival date – full cost of hire refunded, less £5.00 cancellation charge.

3-4 weeks before date – full cost of hire less 35%

2-3 weeks before date – full cost of hire less 50%

1-2 weeks before date – full cost of hire less 75%

less than 1 week before arrival date – 100% cancellation charge will apply and you will be billed for all catering ordered.

All cancellation requests must be in writing.

12. If we change your Booking

In the unlikely event it becomes necessary to change your Booking, in total or in part, NEW BREWERY ARTS will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of: accepting the changed arrangements; or purchasing another Booking from NEW BREWERY ARTS subject to availability (and paying or receiving a refund in respect of any differences); or cancelling your Booking and receiving a full refund of all payments made.

12. Delay or Failure to Perform

12.1 We will not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

12.2 During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

13. Our liability to you

14.1 NEW BREWERY ARTS will ensure that the accommodation and /or other services you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.

13.2 Where an element of your Booking is not provided to the standard stated in clause 14.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial / full refund, credit note towards a future booking, complementary service or other agreed benefit.

13.3 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; or any business or trade losses.

13.4 Our entire liability in connection with the Contract will not exceed the value of the Products purchased or the Booking made less any amendment charges paid to us.

13.5 Except in relation to death or personal injury caused by our negligence NEW BREWERY ARTS's liability remains, at all times, limited to the value of the Products purchased or the Booking made, excluding any amendment charges paid to us.

14. Written communication

When using our website you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. By using this website you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

15. Governing Law and Jurisdiction

The contract is subject to English law and the exclusive jurisdiction of the English Courts.

16. Severability

If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such

term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

17. Changing these Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking or purchase has been successful.

18. Your Information

We will only store and use the information you supply to us for the purposes of carrying out our Contract with you and to collect valuable feedback about how satisfied you were with the services provided. If you do not wish to receive requests for your feedback, please let us know by: emailing us at admin@New Brewery Arts.org.uk; or telephoning us on 01285 657181 or writing to us at the address noted above. In the event that you are notified that you are no longer able to stay at NEW BREWERY ARTS properties (on the grounds of unacceptable behaviour), your personal details will be retained to ensure that you are not permitted to stay in the future.

20. Privacy Statement

New Brewery Arts collects your personal information in order to supply goods to you, the customer. We collect your email, address, telephone number, billing/delivery address when you register with us and when placing an order. The information we collect is used to process any orders. Using the internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with us, you acknowledge and agree to our processing of personal information in this way. We may also use this information to inform you of any news on our goods and services on the website. You may opt out by emailing us at admin@newbreweryarts.org.uk

Credit/debit card details are used by Checkfront and Stripe to complete the transaction process and are not seen, or retained by, New Brewery Arts. If you have any queries concerning your personal information please contact admin@newbreweryarts.org.uk

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