

Terms & Conditions

All people are asked to read this before booking sessions, or prior to the session with Santa.

Refunds & Exchanges/Cancellations

Once booked on-line, refunds are **only applicable** if the event is cancelled due to the following unforeseen circumstances:

Cancellation due to Health & Safety reasons (i.e. Covid-19)

Technical problems which cannot be resolved meaning we cannot run our event

Cancellation due to incapacity of Santa.

Invitations are transferrable to a different date in the same event year as long as we are advised accordingly by e-mail or telephone at least 48 hours before hand. (Two days)

Any sessions that are cancelled due to technical break down will be rescheduled on the next available date that year if possible. If in the event of a reschedule cannot be arranged a full refund can be given if requested via the original method of payment?

Late cancellations that are called in on the same day of your invitation booking cannot be refunded but maybe moved to another date that same event year if available. Requests for sessions to be reallocated at a new time & date must be placed via e-mail or telephone only. A text message will not be considered as a valid communication to change your date/time-slot appointment. There are no exceptions to this rule.

Contact numbers

07872 014640

07980 280653

Rotherham Sitwell Rotary Club (RSR) ("Our", "Us" and "We") Terms and Conditions of Booking

1. Use of the Online Booking System.

a. These terms and conditions ("Terms") apply to invitations sold through our online ("Website"). Please read these Terms carefully before placing your order, or prior to the session with Santa. You acknowledge that by purchase you agree to be bound by these Terms. If you do not accept these Terms, you must not place an order for any of the invitations through the Website.

b. The information contained in this Website has been prepared solely for the purpose of providing information about Santa's Grotto and making online bookings for this performances and must not be used for any other purpose.

c. By accessing this site you will be assuming all risks associated with the use of this site, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via Our Website or your access to it.

d. You will only use this Website for personal private use.

2. Orders and Donations

a. You shall donate for the invitation using the methods specified on the Website. Your Order shall not be placed until we have received your donation.

b. Your Order constitutes an offer to us to buy a session. All Orders are subject to acceptance by Us, and We will confirm such acceptance to you by sending you an e-mail either attaching your invite subject to the Order as applicable ("Order Confirmation"). The contract between us will only be formed when We send you the Order Confirmation ("Contract").

c. It is your responsibility to check the invitation that is subject to your Order and we are under no obligation to rectify any mistakes once the Contract has been formed in accordance with clause 2a above.

d. We will not be responsible for any invites that are lost, stolen or destroyed.

e. Invitations will be supplied by email. It is your responsibility to print the invitations if required prior to the date of the event. You may not be admitted to the event without replying

with details requested.

4. Refunds and Exchanges

a. Unless otherwise expressly stated in these Terms, you will not be able to cancel an Order after it has been accepted by Us, nor are you entitled to a refund for any invitations purchased by you, even if you are unable to attend the event. The cancellation rights contained in the Consumer Protection (Distance Selling) Regulation 2000 (as amended) do not apply to the sale of Invitations.

b. If the event is cancelled or rescheduled by us you will be entitled to a refund of the Donation, less any postage and/or card charges. Refunds must be claimed within 1 month from the date of the event.

c. We will use reasonable endeavours to notify you if an event is cancelled or rescheduled, but you acknowledge and agree that it is your responsibility to check whether an event has been cancelled or rescheduled and we have no liability for any failure to notify you.

5. Conditions of admission

a. We reserve the right to refuse you admission to any session.

b. We reserve the right to request patrons to leave the session.

c. We reserve the right to end a session if those taking part are abusive or cause alarm, harassment or distress to anybody taking part.

d. You should retain your invitations it may be required for re-admission.

e. Please make sure that you join the Internet Platform meeting 2-3 minutes before the start time.

f. Any late arrivals will be allowed in but will lose the minutes they are late by. The allotted session will be up to 10minutes long. For example: Where arrival is 5 minutes into the session 5 minutes will be lost.

6. Accuracy

we use reasonable endeavours to ensure that the information contained on the Website is correct at time of being published. We reserve the right to make alterations.

7. Data Protection

We process your personal data in accordance with all applicable data protections laws.

8. Limitation of Liability

a. If We fail to comply with these Terms, We shall only be liable to you for the Donation of the invitation and, subject to clause 9b, any loss you suffer that is a foreseeable result of Our breach of these Terms or our negligence, but We are not responsible for any loss, damages, costs or expenses you suffer which were not reasonably foreseeable to be incurred by you and could not have been reasonably foreseeable by you or Us on entering these Terms. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this Contract.

b. We only supply invites for private use. You agree not to use the invitations for any business or re-sale purposes and, notwithstanding clause 9a, We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, howsoever arising.

c. We do not in any way exclude or limit Our liability for:

i. death or personal injury caused by Our negligence;

ii. fraud or fraudulent misrepresentation;

iii. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

iv. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);

v. any other matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

9. Events Outside Our Control

a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control. For example impossibility of the use of public or private telecommunications networks and the acts, decrees, legislation, regulations or

restrictions of any government ("Force Majeure Event").

b. Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event 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 Force Majeure Event to a close or to find a solution by which Our obligations under these Terms may be performed despite the Force Majeure Event.

10. Variation Of The Terms

a. We have the right to revise and amend these Terms from time to time, including but not limited to making changes to reflect current market conditions changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements.

11. General

a. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law?

b. These Terms and any document expressly referred to in them represent the entire agreement between you and Us in respect of your use of the Website and your use of the invitations, and shall supersede any prior agreement, understanding or arrangement between you and Us, whether oral or in writing.

c. You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the internet or in negotiation between you and Us except as expressly set out in these Terms.

		d. These Terms are governed by and construed in accordance with English law. The Courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of these Terms.
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Rotherham Sitwell Rotary Club.

Prepared By: Tony Eden

Health and Safety Officer.

11th November 2020