

Online Booking Terms and Conditions

In purchasing or registering for tickets for entry into West Dean Gardens (the "**Gardens**"), or tickets for an event in the Gardens, the main house or at any other location on the site or in the grounds of West Dean College of Arts and Conservation (the "**Event**"), you agree to accept the following terms and conditions (the "**Terms**") as at the date of purchase or registration:

Interpretation

1. In these Terms, "West Dean", "we" or "our" means either West Dean Limited or The Edward James Foundation Limited or those companies jointly, depending on which company or companies are stated on the booking page as the organiser of the Event. All Gardens entry E-tickets are made available by The Edward James Foundation Limited and references to West Dean in these Terms in relation to Gardens E-Tickets should be read as a reference to The Edward James Foundation Limited.

Your Ticket

2. Gardens entry and Event tickets purchased or obtained online are issued as e-tickets (the "**E-ticket**") by West Dean, and sent via email to the email address specified by you. It is your responsibility to check the accuracy of the information supplied in respect of your E-ticket prior to arrival. Please contact West Dean immediately quoting your booking reference if there is a problem or if you do not receive your E-ticket via email.
3. Certain E-tickets can be obtained in return for making a donation to West Dean – either in whole payment or in part payment. Please check the booking page carefully to decide if you want to pay the normal admission charge for an E-ticket or obtain the E-ticket in return for making a donation in whole or in part (where these options are available). Gift Aid contributions can generally be made on donations to West Dean. Gift Aid contributions are voluntary but making one will limit your refund rights; please see below.
4. You will be asked to present your E-ticket (including the booking reference) in legible electronic or physical form to gain admission. Failure to do so may result in the refusal of admission and/or a delay in the admission process. E-tickets which are defaced or otherwise incomplete will not be accepted for admission.
5. Duplicate E-tickets will not be issued if the original E-ticket is lost, stolen or deleted.
6. Merac Ltd (of Baltimore House, 50 Kansas Avenue, Manchester, M50 2GL) provides the platform for this transaction, but any relationship creating obligations or duties, whether contractual or non-contractual, is between yourself and West Dean. West Dean is responsible for resolving any issues with you.
7. E-tickets cannot be used as part of any marketing, media or sales promotions, or be resold, auctioned or donated, whether for commercial or non-commercial purposes, without the prior written consent of West Dean.
8. E-tickets must be bought or obtained only from West Dean. We reserve the right to refuse to sell or distribute to or permit access to any individual or organisation who we suspect has sold, resold, or intends to sell or resell E-tickets or who we suspect has otherwise contravened, or intends to contravene, these Terms or any limits placed on the number of E-tickets that may be bought by any one individual or organisation for an Event or entry to the Gardens.
9. E-tickets remain the property of West Dean at all times.

Refunds and Cancellation

10. As Event E-tickets and Garden E-Tickets (day passes) are for a specified date, you do not have any statutory right to cancel them under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
11. Garden E-tickets (seasons passes) may be cancelled by consumers under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provided that you have not obtained that E-ticket in return for making a donation to West Dean and on which donation you have chosen to make a Gift Aid contribution (donations made with Gift Aid contributions are non-refundable due to HMRC requirements). This cancellation period will expire at the end of fourteen (14) calendar days after the day we issue you with your E-ticket. Please inform West Dean of your decision to cancel as soon as possible by telephone using the number available on West Dean's website and preferably then confirm in writing (using the cancellation form function on our website if desired). You are not required to provide a reason for your cancellation.
12. If the length of validity of a Garden E-ticket (seasons passes) will expire by the end of the statutory cancellation period referred to in clause 11, then you are expressly agreeing that West Dean's service to you should begin within the statutory cancellation period. In these circumstances, if you decide to cancel, then you may be liable to pay a proportion of the cost of your E-ticket to cover the period from the start of West Dean's service to you until the date of cancellation.
13. Subject to clause 11, E-tickets for Gardens entry are non-transferable and non-refundable except where the Gardens are closed by adverse weather conditions or are otherwise closed due to environmental events or public health requirements on the day or during the whole period for which your E-ticket is valid. It is your responsibility to ensure you have purchased the correct E-ticket at the correct price for the date of your visit to the Gardens. If you have obtained an E-ticket for admission to the Gardens in return for making a donation to West Dean and have made a Gift Aid contribution on that donation, we are not able to offer refunds of those sums where the Gardens closed on your selected date or during the whole period for which your E-ticket is valid. However, we will offer you an E-ticket for an alternative date or period of time instead. Where you have not made a Gift Aid contribution on your donation, we will refund your donation or offer an E-ticket for an alternative date / period of time at your option.
14. Event E-tickets are non-transferable and non-refundable except where the Event is cancelled, rescheduled or there is a material change to the Event. It is your responsibility to ensure that you have purchased the correct Event E-ticket. You must claim your refund within three months of the date of the Event by contacting us using the following email address finance@westdean.org.uk. If we offer the option of E-tickets for an alternative date for the cancelled Event, you must claim your E-tickets within three months of the date of the Event by contacting us using the following email address enquiries@westdean.org.uk. If you have obtained an E-ticket for an Event in return for making a donation to West Dean and have made a Gift Aid contribution on that donation, we are not able to offer refunds of those sums where the Event is cancelled, rescheduled or there is a material change. However, we will offer you an E-ticket for any rescheduled date and/or refund any part of the E-ticket admission price not made as a donation with a Gift Aid Contribution.

15. Where refunds are payable they will be for an amount equal to the face value of the admission price for the E-ticket (plus any applicable booking fee). However, please be aware that any amounts paid to West Dean as a donation and in respect of which you have made a Gift Aid contribution cannot be refunded to you due to HMRC requirements. Other payments can be refunded. We will however offer alternative options as set out above. Refunds will only be issued to the person who originally bought the E-ticket and will be made using the same method of payment as was used for the initial transaction.
16. Refunds will be made within fourteen (14) days beginning with the date on which notice of cancellation was received by West Dean or advised by West Dean (as applicable).
17. If you have registered for a free of charge Event and can no longer attend, please let us know as soon as possible in order that we can make your place available to other people.

Liability

18. Notwithstanding any other provision in these Terms, neither party's liability to the other for death or personal injury resulting from its own negligence shall be limited.
19. West Dean is responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this contract or failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
20. West Dean is not liable for business losses. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

General

21. West Dean reserves the right to:
 - a. conduct security searches and refuse admission to you should you refuse to comply with such security searches; and
 - b. refuse admission to you if we (including our security staff) believe that you are under the influence of alcohol or drugs.West Dean will refund the E-ticket value in the event of such refusal. You may also be removed during the course of your attendance in the Gardens or at an Event if we (or our security staff) believe you are under the influence of alcohol or drugs.
22. All children under the age of 16 must be accompanied by a paying adult.
23. No animals apart from assistance dogs are permitted inside the main house or any of its associated buildings.
24. Dogs on a short lead are welcome in the Gardens only. Owners must please clear up after them; bags are available from the Gardens Shop. Dogs are not allowed in the restaurant (unless they are assistant dogs); there is space outside where they can be tied up. West Dean reserves the right to ask owners with dogs that are causing a nuisance to deal with their dog or leave the Gardens. West Dean does not recommend that dogs are brought to Events when the grounds can be crowded and live music performances take place.
25. West Dean has made adaptations to its Gardens and premises in an attempt to enable those with disabilities to visit – please see <https://www.westdean.org.uk/accessibility>. Please indicate using the email link on the accessibility page any concerns you may have in relation to access (or any other concerns) when purchasing your E-ticket. You will then be contacted directly by a member of West Dean's staff who will discuss your individual requirements.

Strictly no trading is allowed on West Dean's premises without prior written consent of West Dean.

26. Certain additional grounds rules may apply for particular Events. You will be made aware of these when purchasing or obtaining your E-ticket.
27. West Dean reserves the right to make changes to these Terms as and when deemed necessary; but the Terms applying to the relationship (whether contractual or non-contractual) between you and West Dean in relation to your E-ticket are those in force at the date of purchase or registration.
28. As a condition of sale and/or registration, the E-ticket holder consents to being filmed, photographed and recorded for television, radio, webcast and other public broadcast and/or for any video or DVD as part of the audience and/or by onsite CCTV cameras and recordings for security purposes.
29. If you have any queries, concerns or complaints relating to your booking, please contact us at enquiries@westdean.org.uk. If you are a consumer, you may also be able to submit your complaint to an independent alternative dispute resolution provider such as The Consumer Ombudsman at <http://www.consumer-ombudsman.org/home>, although West Dean does not currently intend to submit to alternative dispute resolution. Alternatively, you may be able to use the European Commission's Online Dispute Resolution platform if you are a consumer, which is available at <https://ec.europa.eu/consumers/odr/>.
30. These Terms govern the relationship between you and West Dean.
31. No failure or delay by us or you to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
32. These Terms shall not be enforceable by any party who is not a party to a contract between you and West Dean.
33. If a Court finds part of these Terms illegal, the rest will continue in force.
34. These Terms, the contract between you and West Dean, and any dispute or claim arising out of or in connection with them (including non-contractual claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

West Dean College of Arts and Conservation and West Dean Gardens are part of The Edward James Foundation Limited, a charitable company limited by guarantee whose registered office is at Estate Office, West Dean, Chichester, West Sussex, PO18 0QZ. Company No. 6689362 | Charity No. 1126084 | VAT No. 927421133. Our contact details can be found on our website.

West Dean Limited runs certain events at West Dean College of Arts and Conservation and West Dean Gardens and is a company limited by shares whose registered office is at Estate Office, West Dean, Chichester, West Sussex, PO18 0QZ. Company No. 1363911 | VAT No. 927421133. You can contact us at reception@westdean.org.uk.

Complete and return this form if you wish to cancel an E-ticket purchase within 14 days after the date on which you were issued with your E-ticket.

To: The Edward James Foundation Limited / West Dean Limited

Finance Department

West Dean College of Arts and Conservation

West Dean

Chichester

PO18 0QZ

Tel +44 (0) 1243 818 301

Email reception@westdean.org.uk

I hereby give notice that I wish to cancel my **E-Ticket** with booking reference:

Name of consumer _____

Address of consumer _____

Signature of consumer (only if this form is notified on paper)

Date _____