

TERMS AND CONDITIONS

Version 1. March 2022

These terms and conditions govern the circle programme of Taplow House Hotel Limited. By joining the circle programme each cardholder agrees that he/she has read and understood the programme terms and conditions and the Taplow House hotel privacy policy.

1. DEFINITIONS

In these Conditions the following definitions apply:

Conditions: means the terms and conditions set out in this document.

Contract: means the contract between Taplow House and the Cardholder of THE CIRCLE in accordance with these Conditions.

THE CIRCLE: is a loyalty recognition programme operated by Taplow House Hotel.

Cardholder: means an individual who is aged 18 years and over who is registered for THE CIRCLE.

THH: means Taplow House Hotel Ltd, a company registered in England and Wales under the number 5906473.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract between THH and the Cardholder.
- 2.2. These Conditions may be amended by THH at its sole discretion from time to time without notice to Cardholders including. Cardholders must check these Conditions for changes each time they intend to use THE CIRCLE.

3. REGISTERING AS A CARDHOLDER

- 3.1. A cardholder can join THE CIRCLE by registering online at taplowhouse.com by providing THH with their contact details and a personal profile to allow THH to give the cardholder a personalised service. The cardholder agrees that the details provided will be true, accurate and up to date.
- 3.2. On registration with THE CIRCLE the cardholder will be issued with a Cardholder Number and registered as a cardholder. Benefits are subject to availability at the time of booking, are valid for 12 months from the date of joining and apply to direct bookings only.
- 3.3. Cardholders must keep their Cardholder Number safe and not divulge it to any person other than THH.

4. PRICE

THE CIRCLE programme is free of charge.

5. BENEFITS

- 5.1. 10% off all food and beverage. Discount does not apply to promotional menus or offers.
- 5.2. 15% off all spa retail products and gift vouchers.
- 5.3. 20% off bed and breakfast overnight stays. Benefit excludes Bank Holiday weekends, Christmas and New Year period. Valid for double occupancy only.

- 5.4. 30% off spa treatments Monday to Friday.
- 5.5. Exclusive event invitations.

6. BENEFIT INFORMATION

- 6.1 THH events will run on a periodic basis, meaning that there may not be one immediately available.
- 6.2 THH will require a credit card deposit when taking a booking for accommodation and full pre-payment for all spa reservations.
- 6.3 Provided a cardholder complies with the requirements, there is no limit to the number of times a cardholder can redeem a benefit.
- 6.4. Benefits cannot be transferred to non-cardholders.
- 6.5. ALL BENEFITS ARE SUBJECT TO AVAILABILITY.

7. TERMINATION

- 7.1. THH may terminate the CIRCLE programme at any time immediately by written notice to cardholders.
- 7.2. THH may terminate a cardholder immediately if a cardholder commits a material breach of the Contract including, without limitation, failure to pay a bill due to THH with its payment terms, deliberate misuse of any Benefit or use of abusive behaviour towards THH staff.
- 7.3. Cardholders may terminate his/her THH card at any time immediately by giving written notice.

7. COMMUNICATING WITH CARDHOLDERS AND MARKETING

7.1. THH's use of a cardholder's personal details is governed by the THH Privacy Policy which cardholders should read carefully. By consenting to these Conditions and by supplying a cardholder's personal information to THH, cardholders' consent to the terms of the Privacy Policy.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in these Conditions shall limit or exclude THH's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation.
- 10.2. This Condition 10 shall survive termination of the Contract.

11. ENTIRE AGREEMENT

11.1. These Conditions together with the THH Privacy Policy constitute the entire agreement between a cardholder and THH regarding use of The Circle Loyalty Programme.

12. LAW AND JURISDICTION

12.1. These Conditions (and any dispute, controversy, proceedings or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the courts of England Cardholders may therefore not bring any actions against THH in a court outside England.