

VOUCHER TERMS OF SALE

This page sets out the terms of sale for Vouchers offered by Marshall Meadows Manor House.

1. General Information

1.1 These Terms of Sale apply to every Voucher you purchase from Marshall Meadows Manor House.

1.2 Marshall Meadows Manor House means Marshall Meadows Hotel Ltd, an English company, with its registered office at Tower Buildings, 9 Oldgate, Morpeth, Northumberland, NE61 1PY. Marshall Meadows Hotel Ltd's registration number is 130 46 206, its VAT number is GB 386 5546 51 and its phone number is 01289 331133.

1.3 Voucher means an instrument, in either physical or electronic form, which entitles the holder of such Voucher (the 'Voucher Holder') to receive the Offering during the period of time stated on the Voucher (the 'Redemption Period').

1.4 The Offering shall mean the goods and/or services to be supplied and/or provided by Marshall Meadows Manor House to the Voucher Holder, as specified on the Marshall Meadows Manor House Site and on the Voucher.

1.5 These Terms of Sale were last updated on 01/11/2023. Marshall Meadows Manor House reserves the right to unilaterally amend these Terms of Sale at any time. All amendments to these Terms of Sale will be posted on-line. You will be bound only to the version of the Terms of Sale you agreed to at the time you purchase a Voucher.

2. Purchase of a Voucher

2.1 Marshall Meadows Manor House uses a trusted third party provider, Profitroom Ltd, to process its vouchers. 'Marshall Meadows Hotel Ltd' will appear on your bank statement.

2.2 By clicking on the 'Confirm Order' button you submit an offer to Marshall Meadows Manor House to buy the Voucher. However, the purchase of the Voucher is not complete until you receive an email from Marshall Meadows Manor House confirming acceptance of your offer. Marshall Meadows Manor House expressly reserves the right to reject your offer. In addition, even if Marshall Meadows Manor House has accepted your offer, it can cancel the contract at any time if it reasonably suspects that you have committed or that you may be committing any fraud against Marshall Meadows Manor House.

2.3 The accepted currency and methods of payment are; GBP and:



3. Redemption of a Voucher

3.1 Unless expressly stated otherwise:

- (a) the Voucher can only be redeemed once
- (b) you must follow the redemption instructions associated with the Voucher when you redeem it.

3.2 In order to redeem a Voucher you must present it to Marshal Meadows Manor House within the Redemption Period. If you do not redeem the Voucher within the Redemption Period, the Voucher expires automatically. It cannot be redeemed anymore and you are not entitled to any reimbursement or compensation.

3.3 Unless expressly stated otherwise, the Voucher does not entitle the Voucher Holder to receive the Offering at a specific time. You are strongly recommended to contact Marshal Meadows Manor House at an early stage. Doing so will give you the best chance of securing your preferred time for the supply and/or provision of the Offering.

3.4 Vouchers are redeemable in their entirety only. They may not be redeemed partially or incrementally. If, for whatever reason, you redeem the Voucher for less than the original (un-discounted) value of the Offering, you are not entitled to a credit, cash refund or new Voucher for the difference between the original (un-discounted) value and the redeemed value.

3.5 In the event that Marshal Meadows Manor House breach their contract with you, Marshal Meadows Manor House shall be responsible only for refunding the cost of the Voucher and any delivery costs incurred in the original purchase of the Voucher. Marshal Meadows Manor House shall not be liable to pay any other compensation or losses suffered by you as a consequence of Marshal Meadows Manor House's breach of contract.

4. Use of a Voucher

4.1 You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow anyone else to do so.

4.2 Any attempt to redeem a Voucher contrary to these Terms of Sale may render a Voucher void at Marshal Meadows Manor House's discretion.

4.3 The reproduction of a Voucher is prohibited. Each Voucher contains a unique reference code, which can only be redeemed once. Once a Voucher has been redeemed, the unique reference code will no longer be valid.

4.4 The commercial trade of a Voucher is prohibited.

5. Cancellation (and exceptions), Refunds and Problems

5.1 You have a statutory right to cancel your purchase of the Voucher within 14 calendar days after the day you receive the confirmation email (the 'Voucher Cancellation Period '). After this time, vouchers will be non-refundable. However, if you redeem your Voucher during the Voucher Cancellation Period, you expressly request Marshal Meadows Manor House to begin providing the services to you, and you acknowledge that you lose your right to cancel the purchase of the Voucher. Since Profitroom Ltd is not responsible for the supply or provision of the Offering, once your Voucher is redeemed Profitroom Ltd has completed its services to you in full.

5.2 If you want to cancel your purchase of a Voucher, within the 14 calendar days as per section 5.1, you can do so by writing to, or calling Marshal Meadows Manor House at the details mentioned in section 1.2.

5.3 If you cancel your purchase of the Voucher in accordance with this section 5, Marshal Meadows Manor House will refund you for all payments made as part of your purchase within 14 calendar days from the day on which you informed Marshal Meadows Manor House about your cancellation.

5.4 If you redeem your Voucher, but Marshal Meadows Manor House has not properly provided you with the Offering or if you have a complaint regarding the provision of the Offering, you must take action against Marshal Meadows Manor House. This is because Marshal Meadows Manor House, and not Profitroom, is responsible for the supply and/or provision of the Offering. Profitroom only sells and supplies the Voucher.

5.5 Any refund will be refunded to you via your original method of payment. If your original method of payment has been cancelled, expired or has otherwise changed, you will still receive the refund to your original method of payment and your bank should forward it to the correct account, you may need to coordinate with your bank or your payment services provider to obtain your refund. Marshal Meadows Manor House will not provide more than one refund.

5.6 You have 30 days from the date you receive the refund to reject it. If you do not reject the refund during these 30 days, the refund shall be in full and final settlement of any and all claims you may have against Marshal Meadows Manor House related to, arising out of, or connected to that Voucher.

6. Responsibility for the Offering

6.1 Please note that Marshal Meadows Manor House, and not Profitroom, is:

6.1.1 the seller, supplier and/or provider of the Offering;

6.1.2 the party who enters into a contract with the Voucher Holder when the Voucher is redeemed;
and

6.1.3 solely responsible for providing the Voucher Holder with the Offering and for the Offering itself.

7. Profitroom's Standards of Services and Liability

7.1 Profitroom promises that:

7.1.1 it will exercise reasonable care and skill in performing its obligations under these Terms of Sale;

7.1.2 the Vouchers are of satisfactory quality and fit for their purpose; and

7.1.3 it shall not contravene the requirements of fairness or professional diligence in what it does.

7.2 Profitroom is always liable for: (a) death and personal injury caused by Profitroom's negligence; (b) fraud or fraudulent misrepresentation made by itself; or (c) any breach by it of the promises in section 7.1 above or any other implied contractual terms that cannot be excluded or limited under applicable law.

7.3 Other than as set out in section 7.2 above, Profitroom is not liable for any losses not caused by its breach or any other losses or damages you may suffer, including any indirect losses.

7.4 Profitroom does not promise the completeness, fitness for purpose or legality of the Offering. Profitroom is not responsible for the quality, safety, usability or any other aspect of the Offering.

7.5 Profitroom is not liable for any breach of an obligation under these Terms of Sale where it is hindered or prevented from carrying out its obligations by any cause outside of its reasonable control.

7.6 Other than the liability arising under section 7.2, which is unlimited, Profitroom's total liability to you will in no circumstances exceed the amount of 200% the purchase price of the Voucher.

7.7 In certain countries applicable law does not allow some or all of the exclusions and/or limitations set out in this section 7. If these laws apply to you, some or all of the above exclusions and/or limitations may not apply to you and you may have additional rights.

8. Profitroom's Site

8.1 The Internet website that Marshall Meadows Manor Hoise uses to sell its Vouchers is provided by a trusted third party, Profitroom.

8.2 Profitroom's Site (the 'Site') means the Internet website, mobile applications, electronic communications or services, at which you can purchase a Voucher from Marshall Meadows Manor House.

9. Privacy

9.1 By giving Marshall Meadows Manor House your details you accept that Marshall Meadows Manor House will be able to use them for operational purposes, including providing your details to our payment collector, Worldpay.

10. Miscellaneous

10.1 Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending a notice to Profitroom for the purpose of legal process) or by pre-paid post. Any notice Marshall Meadows Manor House or Profitroom sends to you will be to the address you supplied to Profitroom when you completed your order. You can send any notice to Profitroom at the registered office address as set out in section 1.2.

10.2 If any provision of these Terms of Sale should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms of Sale are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.

10.3 We will do our best to resolve any disputes about these Terms of Sale. If you wish to bring a legal claim against us, you must do so within the United Kingdom (and English courts shall have the exclusive jurisdiction for your legal claim). If you live in England and Wales, the laws of England shall apply; if you live in Scotland, then Scottish law shall apply; if you live in Northern Ireland, then Northern Irish law shall apply. The previous sentence applies to all non-contractual relationships between you and us.