

Booking terms and conditions

1. Introduction

- 1.1 Bookings made through our website, and our and your rights and obligations in relation to such bookings, are governed by these terms and conditions.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

2. Interpretation

- 2.1 In these terms and conditions:
 - (a) "we" means SecretWineDoor (and "us and "our" should be construed accordingly);
 - (b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);
 - (c) "booking" means a booking in respect of a wine tasting event, which may be made by you under these terms and conditions; and
 - (d) "force majeure event" means an event that is beyond our reasonable control.

3. Event attendance

- 3.1 For public health reasons, access to events is for adults only as we do not have suitable facilities for children.
- 3.2 We are not permitted to serve alcohol to guests under the age of 18.
- 3.3 We reserve the right to ask any person to leave an event if in our opinion their behaviour is deemed unacceptable or disruptive to others.
- 3.4. Animals are not permitted at any of our events.

4 Order process

- 4.1 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this section 4.
- 4.2 To make a booking through our website, the following steps must be taken: you must click "BOOK" in relation to the relevant event; By booking you consent to these terms and conditions; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; and, finally, we will send you a booking confirmation (at which point your booking will become a binding contract).

5. Prices

- 5.1 Our prices are quoted on our website.
- 5.2 We may from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 5.3 All amounts stated in these terms and conditions or on our website are stated inclusive of all relevant taxes.

6. Payments

6.1 You must pay the applicable prices for your bookings during the checkout procedure or at the venue prior to the event getting started.

6.2 Payments may be made by any of the permitted methods specified on our website from time to time.

7. Variation of booking

7.1 If you would like to change your booking in any way you should contact us immediately to discuss your requested changes. We reserve the right to accept or reject any changes you may request.

7.2 Any change request must be made at least three days (72 hours) before the date of the event and is subject to availability

7.3 Change requests made after 72 hours before the event will be subject to availability and to an administration fee of €20 per person.

7.4 To request a change to your booking email contact@secretwinedoor.com specifying the date, theme and details of the new reservation you wish to make. We will endeavour to respond to your request within 24 hours.

7.2 We may change the time and date and/or location of an event that is the subject of a booking by giving to you written notice of the change at least 14 days before the event is due to begin. If we notify you of a change to a booking under this section 7.2, you have a right to cancel the booking and receive a full refund of the price paid in respect of the booking, providing that your notice of cancellation must be received by us within 7 days following the date of our notification of the change. If your notice of cancellation is received after the end of that period, you will not be entitled to a refund under this section 7.2.

8. Cancellation of bookings by us

8.1 We may cancel a contract under these terms and conditions at least 14 days before the event in respect of which the contract was made begins.

8.2 We will give you written notice of any contract cancellation under this section 8.

8.3 If we cancel a contract under these terms and conditions in accordance with this section 8, you will be entitled to a full refund of the price paid under that contract.

9. Cancellation of bookings by you

9.1 You may cancel a contract under these terms and conditions:

(a) at least 14 days before the event begins, in which case you will be entitled to a refund of 100% of the price paid;

(b) after 14 days but before 72 hours prior to the day of the event, in which case you will be entitled to a refund of 50% of the price paid; or

(c) after 72 hours prior to the event, in which case you will not be entitled to any refund of the price paid.

9.2 In order to cancel a contract under this section 9, you must complete and submit the cancellation form on our website or send to us a written notice of cancellation by email using the contract details specified.

9.3 Save as provided in this section 9, specified elsewhere in these terms and conditions or mandated by law, you will not receive any refund upon the cancellation of a contract under these terms and conditions.

10. Warranties and representations

10.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions; and
- (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.

10.2 All of our warranties and representations relating to bookings are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to section 10.1, all other warranties and representations are expressly excluded.

11. Limitations and exclusions of liability

11.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this section 11 and elsewhere in these terms and conditions:

- (a) are subject to section 11.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

11.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

11.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

11.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this section 11.5 shall not apply.

11.6 Our aggregate liability to you in respect of a contract under these terms and conditions shall not exceed the greater of:

- (a) €100; and
- (b) the total amount paid to us under that contract.

12. Force majeure

12.1 If a force majeure event gives rise to a failure or delay in us performing any obligation under these terms and conditions, that obligation will be suspended for the duration of the force majeure event.

13. Indemnity

13.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of any breach by you of these terms and conditions.

14. Variation

14.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

14.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

15. Entire agreement

15.1 Subject to section 11.1 these terms and conditions, together with the booking information page on our website, shall constitute the entire agreement between you and us in relation to bookings made through our website, and shall supersede all previous agreements between you and us in relation to such bookings.

16. Law and jurisdiction

16.1 These terms and conditions shall be governed by and construed in accordance with French Law.

16.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of France.

17. Our details

17.1 This website is owned and operated by Erwan Leo.

17.2 We are registered in France under registration SIRET number 848 535 555 00017 and our registered office is at 8 rue de Bellefond, 75009, Paris.

17.3 In accordance with article 34 of the French law Informatique et Libertés you have the right to access, modify, rectify and delete data concerning you.

To exercise this right of access please contact:

Erwan Leo
8 rue de Bellefond
75009 Paris
Tel: +33 (0)6 73 85 11 50
E-mail: contact@secretwinedoor.com