

TERMS AND CONDITIONS FOR PURCHASING SEARCYS GIFT VOUCHERS

By purchasing a gift voucher from any Searcys' website, you will be subject to these terms and conditions. Please read these terms carefully before you submit your order to us.

1. VALIDITY OF YOUR VOUCHER

- 1.1 Vouchers must be redeemed for the specific experience selected at the time of purchase (the "Searcys Experience"). Once purchased, you cannot change the selected Searcys Experience.
- 1.2 Vouchers are only valid at the Searcys' venue specified on the voucher and you may be subject to additional terms and conditions at certain venues. If you are unsure whether additional terms apply, please check with the venue in advance.
- 1.3 All vouchers are valid for 10 months (with the exception of The Pump Room restaurant, Bath which are valid for 12 months) from the date of purchase unless otherwise stated. Vouchers not used within this time will be forfeited with no entitlement to a refund or exchange.
- 1.4 Any items ordered at the venue in addition to the Searcys' Experience and any discretionary service charges or gratuities are not included in the price of the voucher.
- 1.5 Vouchers cannot be used on certain bank holidays such as Christmas Day or New Year's Day or certain promotional days such as Valentine's Day or Mother's Day. The relevant Searcys' venue can confirm if any restrictions apply when you book.

2. BOOKING OR CANCELLING YOUR EXPERIENCE

- 2.1 All Searcys' Experiences must be booked in advance and reservations are subject to availability; the purchase of a voucher does not guarantee you a reservation. Please call the telephone number on the venue's website's homepage to make your reservation.
- 2.2 Once you make a booking with your selected Searcys' venue, you will be subject to their cancellation policy and any additional terms and conditions in place at that venue. Please note that some Searcys' venues charge a cancellation fee, have age restrictions and/or have a dress code. If you are unsure, please check with the venue in advance.
- 2.3 Vouchers (electronic or hard copy) must be presented by the bearer on arrival at the Searcys' venue and must be mentioned when making the booking.

- 2.4 Where a voucher is not used due to a cancellation of a booking, the voucher will remain valid until used or expired unless the booking is cancelled with less than 48 hours' notice in which case the voucher will no longer be valid and will be treated as if it has been used.

3. DELIVERY OF YOUR VOUCHER

- 3.1 When purchasing a gift voucher, you will have the option to select whether you would like the voucher to be sent to your email address or to a postal address.
- 3.2 Where you select delivery by post, we will send the voucher once your payment has cleared and you can expect to receive it within 5 working days. Title will pass on payment and risk will pass on delivery although we do not take any responsibility if you provided us with the incorrect postal address.
- 3.3 Where you select delivery by email, we will send the voucher once your payment has cleared. Title will pass on payment and risk will pass once the email is sent.

4. REFUNDS

- 4.1 Vouchers are not transferable, refundable in cash or replaceable if lost, destroyed or stolen.
- 4.2 If you change your mind about your voucher, refunds can be made on unused vouchers within 14 days of purchase. The refund will be made to the card used to make the original payment once we receive the voucher back from you.
- 4.3 You may return a voucher to us by taking it to any Searcys' venue or by sending it to our head office (Searcy Tansley & Company Limited, 16 Kirby Street, London, EC1N 8TS) at your cost.

5. PURCHASE CONDITIONS

- 5.1 You must not, and you must not enable others to, use or reproduce in any format the vouchers and/or the Searcys' copyright or trademarks or other intellectual property rights and/or anything deceptively similar to any of these intellectual property rights without our prior written consent.
- 5.2 The vouchers must not be purchased for commercial purposes.
- 5.3 The vouchers may not be used in conjunction with any other offer.

6. ANY FEEDBACK AND PROBLEMS

- 6.1 We welcome your feedback on all of your experiences at Searcys. To provide us with feedback in relation to your Searcys' Experience or if you have any queries about your voucher or queries relating to the menu, restaurant or booking that the voucher is valid for, please contact the Searcys' venue directly; their details can be found on their website home page.
- 6.2 For technical comments or queries relating to the Searcys' website, shopping cart or receiving the vouchers, please contact our head office on 020 7585 0505.
- 6.3 We are under a legal duty to supply our gift vouchers in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these terms and conditions will affect these legal rights.

7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 7.1 If we are prevented from performing our obligations under these terms by circumstances outside our control, we will not be liable for any failure to perform this contract.
- 7.2 In the unlikely event that:
- (a) we have to cancel your booking when your voucher remains valid for one month or less and we cannot agree to a suitable alternative booking, we will refund the value of the voucher to the card used to make the original payment; or
 - (b) we stop providing the particular Searcys' Experience that the voucher relates to prior to you redeeming it and while the voucher remains valid, please let us know and we will endeavour to find a suitable alternative of no lesser value. Where we cannot agree to a suitable alternative, we will refund the value of the voucher to the card used to make the original payment.
- 7.3 Notwithstanding any other limits set out in this agreement, Searcys' maximum liability to you in relation to this contract will be the value of your voucher. Searcys will not be liable for any travel or accommodation costs in relation to any cancellation.

8. OTHER IMPORTANT TERMS

- 8.1 These terms are governed by English law and any legal proceedings must be brought in the English courts.

8.2 We reserve the right to revise these terms and conditions from time to time at our discretion and without prior notice.

All gift vouchers are issued by Searcy Tansley and Company Limited which is a company registered in England and Wales. Our company registration number is 00331909 and our registered office is at TVP2, 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT.