

**TERMS AND CONDITIONS  
FOR GOODWOOD HEALTH PROGRAMMES AT THE GOODWOOD HEALTH CLUB**

**1. Definitions**

The following terms have specific meaning:

**"Additional Items"** means food, beverages, incidentals or other goods or services not provided for in the Agreement but which are made available upon Your request;

**"Agreement"** means the written agreement made between Goodwood and You comprising the booking form and schedules and these terms and conditions or, if the Booking is made online, the Agreement means the details of the booking made and these terms and conditions;

**"Booking"** means the booking made under the Agreement between You and Goodwood;

**"Client"**, **"You"** or **"Your"** means the person, firm or company contracting with Goodwood;

**"Contracted Number"** means the anticipated number of guests notified by You to Goodwood, upon which the booking fee or any separate catering fees are calculated (which may not always apply);

**"Deposit"** means a deposit payment which shall be a percentage of the Total Charge;

**"Goodwood"** **"We"** or **"Us"** means The Goodwood Hotel Limited, company number 01326672 whose registered address is Goodwood House, Goodwood, Chichester, West Sussex PO18 0PX;

**"Total Charge"** means the total cost shown in the summary of charges in the Agreement;

**"Working Days"** means Monday to Friday, excluding Bank and Public holidays.

**2. Bookings**

2.1 Where the Agreement is in writing all Bookings are provisional and non-binding until the Agreement has been signed by You. Upon signature, all and any payments set out in the Booking will become due and payable in accordance with the payment terms set out in the Agreement.

2.2 If the Agreement specifies a Contracted Number, You must inform Goodwood of any changes to these as soon as You become aware of any change. This must be advised to Goodwood in the first instance verbally, followed by written notice of change. The notice of change shall be effective, final and binding on the day on which it is received. Any notice of change received out of the hours of 9.00am and 5.00pm shall be deemed to be received the next Working Day.

2.3 Where catering services form part of the Booking these can be provided solely by Goodwood through its own catering partners and other caterers are not permitted.

**3. Payment**

3.1 All prices quoted are inclusive of VAT unless otherwise stated.

3.2 Payment of the Total Charge shall be made according to the terms set out in the Agreement.

3.3 Payment is due for all accounts as specified in the invoice and without set off or deduction. Any queries should not delay immediate payment of the outstanding balance. Queries must be referred to the finance department within seven days of receipt of invoice.

3.4 The payment is split between a non-refundable Deposit which is due at the time of booking and a balance which will become due at a date prior to the Booking, which date will be specified in the Agreement. If the date of the Booking is within the stated number of days of the booking date, then the total amount due will become immediately payable.

3.5 You must pay any Deposit and any advance payment(s) as specified in the Agreement. Failure to pay these sums by the due date will result in the cancellation of the Booking, in which case the appropriate cancellation provisions of the Agreement will apply.

3.6 Any Deposit is non-refundable and cannot be off set against any other business booked.

3.7 No allowance or refund can be made for any booked items set out in the Agreement schedules which are not actually taken up.

3.8 Payment must be made in GBP Sterling by cheque drawn on a UK clearing bank or a direct bank transfer. Cleared funds must be provided by the due date. Payments made by cheque drawn on a UK clearing bank must be made at least two weeks prior to the due date.

3.9 All invoices should be paid on presentation and time shall be of the essence for all payment obligations under this Agreement.

3.10 You shall be responsible for and shall pay for any Additional Items which shall be payable immediately when they are incurred. Any Additional Items which remain unpaid after the Booking shall be invoiced by Goodwood and shall be paid within seven days of the date of invoice. Goodwood shall be entitled to request authorisation in respect of any Additional Items incurred by any of Your guests, delegates or employees.

**4. Enjoying your health and wellbeing experience**

**Medical conditions**

4.1 Due to the nature of the experience, participating in certain treatment or activities may be harmful to your health if you have certain pre-existing medical conditions. Therefore, you must notify Goodwood of any relevant medical conditions before booking a package. Should any known medical issues not be highlighted at the time of booking, this can affect any treatments booked from being offered by the spa, although this will not constitute any refunds being applicable. You must also inform a representative at the venue before commencing any spa related activities or treatments of any medical conditions likely to affect them. Past medical conditions can also impact on a treatment being provided. If you are unsure whether you have a relevant condition please consult your GP before attending

4.2 Relevant medical or other conditions which may affect the package or any activity on a package include: people living with cancer (pre-treatment, receiving treatment or post treatment), persons with type 1 and type 2 diabetes, any person with an eating disorder or are underweight, anyone who has undergone recent surgery or has a wound that has not healed, pregnant women, people who take medication which requires food in the mornings or people who do not wish to lose weight.

4.3 If you have any other special accessibility requirements, please ask a member of our team for further information on accessibility.

**Treatments and treatment times**

4.4 You are invited to arrive at the venue from the start of your experience, and please ensure you are at the venue at least 30 minutes before the scheduled start time of your treatments, as arriving late may mean you miss your appointment that may prevent you from being able to make the most of your day.

4.5 Unless noted otherwise on the confirmation, all package details should specify an allocated treatment time and treatment type. However, due to last minute issues that may occur beyond Goodwood's control, Goodwood reserves the right to alter the treatment times booked and on occasions, this can occur without prior notice.

4.6 Whilst rare, a spa may also encounter issues that may impact on a specifically booked treatment from being provided. In these circumstances, an alternative treatment may be offered. A client will have the option to accept this alternative or refuse to have the alternative treatment. If the alternative is not preferred, then a refund for this particular treatment would be applicable.

4.7 If, during an overnight break, Goodwood has to cancel your reservation or treatment times, We will do our best to make alternative arrangements during your visit, which may mean you are offered treatment on an alternative day during your stay. Any such changes would not constitute any entitlement to a refund.

4.8 Where notification of an enforced change has been provided to us, we will assist as best we can to find a suitable alternative, although you will be charged or refunded for any difference in the original cost.

4.9 All treatments include a short set up and consultation period, therefore the actual 'hands-on' treatment may be shorter than the total time allocated.

## **5. Cancellation by You**

5.1 If You wish to cancel the Booking, this must be advised to Goodwood verbally in the first instance followed by written notice of cancellation ("**Cancellation Notice**"). The Cancellation Notice shall be effective, final and binding on the Working Day on which it is received. Notice received out of the hours of 9.00am and 5.00pm shall be deemed to be received on the next Working Day.

5.2 There is no right to postpone any booking and any postponement or part cancellation of a Booking will be considered as a full cancellation.

5.3 Upon cancellation of a booking, Goodwood will charge a cancellation fee ("**Cancellation Fee**"). The Cancellation Fee shall be a percentage of the Total Charge, which will be calculated according to the number of clear days (that is, excluding the date of receipt of the Cancellation Notice and the date of the Booking) between the Cancellation Notice and the Booking, as follows:

Over 30 days 50%

29 days or less 100%

5.4 In the case of cancellation by You any Deposit paid under the Booking is non-refundable in all circumstances. If the Cancellation Fee is less than the Deposit, Goodwood will charge the amount of the Cancellation Fee and will return the balance of any Deposit to you. If the Cancellation Fee is higher than the Deposit then You shall pay the balance to Goodwood.

5.5 Goodwood may invoice You for any Cancellation Fee within three months of the date of cancellation. You shall pay such invoice at the end of the month following the month of invoice.

5.6 Subject to clause 5.2, Goodwood may at its sole discretion consider a postponement of Your booking. In the event that Goodwood agrees to re-schedule Your Booking the following conditions will apply:

5.6.1 the Booking must be re-scheduled within four months from the date of the Booking; and

5.6.2 Goodwood may charge You a fee of 10% of the Total Charge to cover our administration costs in re-scheduling Your Booking;

5.6.2 the Booking may only be re-scheduled once.

In the event that a date cannot be agreed, or You request to reschedule the Booking more than once then clause 5.2 shall apply.

## **6. Cancellation by Goodwood**

6.1 Goodwood may provide immediate notice of cancellation in writing in the following circumstances:

6.1.1 in accordance with the abandonment and cancellation terms set out in the Goodwood ticketing terms and conditions at [www.goodwood.com](http://www.goodwood.com);

6.1.2 for reasonable operational or commercial reasons (which is not a Force Majeure reason);

6.1.3 in the event of non-payment or delayed payment of sums due under the Agreement; or

6.1.4 if Goodwood reasonably considers that You have done anything which may have a materially adverse effect on Goodwood's reputation or that You have or will not comply with Goodwood's relevant Health and Safety procedures or site rules.

6.2 In the event of cancellation by Goodwood under the terms of clause 6.1.1 and 6.1.2 Goodwood will reimburse You with any proven and reasonable costs incurred by You directly as a result of such cancellation provided that any claim for reimbursement is made within three months of the date of cancellation. Goodwood will pay the costs at the end of the month following the month of claim.

6.3 In the event of cancellation by Goodwood under the terms of clauses 6.1.3 or 6.1.4, Goodwood may charge the Cancellation Fees provided for in clause 5.3 above and the terms of clauses 5.4 and 5.5 will apply.

## **7. Rules**

7.1 The Booking must start and finish at the times specified in the Agreement. Changes to these times will not be possible unless previously agreed in writing by Goodwood. If the dates or times are exceeded, You agree that a reasonable extra charge may be made.

7.2 If You have any particular requirements in addition to the package shown on the Agreement, Goodwood will make reasonable efforts to satisfy such requirements subject to sufficient notice being given but cannot guarantee to do so. You will be charged for any such additional requirements.

7.3 Whilst every effort will be made to ensure that the Booking is not disrupted during the set up and break down periods of the main annual events held at Goodwood Estate, Goodwood cannot guarantee the park area and access roads through the Goodwood Estate will be clear. Goodwood will endeavour to keep You fully informed regarding potential disruption.

7.4 You are responsible for the behaviour of Your employees, sub-contractors, guests or delegates and shall ensure that these comply with Goodwood's rules and dress codes, where applicable.

## **8. Health and safety**

8.1 You must fully comply, and ensure the full compliance by Your sub-contractors, employees, guests and delegates, with any rules and regulations of Goodwood as notified to You from time to time.

8.2 You shall ensure and maintain free access to fire exits at all times.

8.3 Smoking is prohibited in any buildings at Goodwood.

8.4 You shall ensure that there is in place adequate insurance to cover all of Your obligations and liabilities under this Agreement which shall include, where appropriate, public liability and employer's liability insurance. Evidence of insurance shall be provided to Goodwood immediately upon request.

8.5 If you have any food or other allergies, please notify Us at the point of booking or as soon as possible thereafter.

8.6 Goodwood reserves the right to judge acceptable levels of noise or behaviour and You must ensure compliance with Goodwood's directions on these matters.

8.7 Goodwood reserves the right to exclude or eject any of Your employees, sub-contractors, guests or delegates if it reasonably considers the behaviour of such person to be objectionable, a risk to health and safety, likely to cause any damage or will bring Goodwood into disrepute. In this case, Goodwood is entitled to terminate the Booking without liability, and You shall indemnify Goodwood against all resulting losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Goodwood.

8.8 Dogs are not permitted on the Goodwood estate unless they are guide dogs or you have obtained written permission in advance.

## **9. Data protection**

9.1 Please be aware that CCTV may be operated in the public areas of the Goodwood Estate.

9.2 All personal information that We collect about You will be recorded, used, and protected by Us in accordance with applicable data protection legislation. The Goodwood group's privacy policy can be found at <https://www.goodwood.com/terms-and-conditions/privacy-policy/>, which sets out Goodwood's general and overarching policy regarding privacy and data.

## **10. Intellectual Property**

10.1 Photography or video are not permitted in Goodwood House.

10.2 You agree that all Intellectual Property owned by Goodwood or any Goodwood Company shall at all times remain the exclusive property of Goodwood or such associated companies.

10.3 You acknowledge that You have no rights in or to Goodwood's intellectual property and may not use any such intellectual property without Goodwood's prior written consent.

#### **11. Personal property**

11.1 Goodwood does not accept responsibility for property belonging to You or Your employees, sub-contractors, guests or delegates. Cloakrooms may be provided for the convenience of Clients and their guests but any goods deposited in the cloakrooms or left unattended on the premises are deposited at the owner's risk and without any liability on the part of Goodwood.

11.2 Goodwood will assist You, where reasonably possible, with the storage of equipment however Goodwood does not accept any liability for loss or damage to any item of equipment, any vehicle, furniture or stock left in storage.

11.3 Cars are not to be parked along the perimeter of Goodwood House unless for disabled parking. All vehicles (and their contents) parked within any car park operated by Goodwood are left at their owner's sole risk. To the maximum extent permitted by law Goodwood shall not be liable for any loss or damage suffered by owners arising from their use of any Goodwood car park. Goodwood reserves the right to move any vehicle it deems necessary due to logistical, safety or similar reasons.

#### **12. Liability**

12.1 Neither party shall be liable to the other, whether in contract, tort (including negligence) or otherwise for any damage which was unforeseeable or for indirect, consequential or economic losses or loss of profits arising as a consequence of this Agreement.

12.2 In no event will Goodwood's liability for any loss or damage in contract or tort or howsoever otherwise arising exceed the total amount paid by You for the Event.

12.3 Nothing in this clause 10 restricts Goodwood's liability for death or personal injury resulting from its negligence or, where relevant, under the Hotel Proprietor's Act 1956 (which limits loss to £50 per item and £100 on aggregate).

12.4 You shall indemnify Goodwood against all costs claims and losses arising from any claim against Goodwood for loss, damage or personal injury caused by You or any of Your Guests or sub-contractors or Your or their vehicles.

12.5 You acknowledge and agree that You are responsible for any rooms, fixtures, fittings, furnishings or equipment belonging to Goodwood and used by You and will indemnify Goodwood in respect of any loss or damage to such rooms, fixtures, fittings, furnishings or equipment incurred by You or Your Guests or sub-contractors.

#### **13. Force majeure**

13.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including, but not limited to any abnormally inclement weather, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, an actual or material threat of terrorist action, civil commotion, the enactment or enforcement of any applicable laws, Governmental regulation, death of the Monarch, epidemic, pandemic or communicable disease.

#### **14. Agents**

14.1 Should You contract with Goodwood through an agent the following conditions shall apply:

14.1.1 the agent acts in that capacity for You and not for Goodwood; and

14.1.3 You accept full responsibility for the payment of all charges arising as a result of the Booking.

14.2 Goodwood is acting for itself and as agent for each Goodwood group company.

#### **15. General**

15.1 All notices under this Agreement shall be sent to the person or their authorised representative and address notified in the booking form and shall be in writing or by email provided that notice by email is only valid if it is acknowledged by the recipient. Any notice of change shall be effective and binding on the business day on which it is received. Any notice of change received out of the hours of 09:00 and 17:00 shall be deemed to be received on the next business day.

15.2 Goodwood may sub-contract, assign or novate any of its rights and obligations under this Agreement. You may not sub-contract, assign, novate or otherwise transfer the Agreement or any of its rights or obligations to any third party without Our prior consent in writing. If either party sub contracts or assigns its obligations or any rights, any act or omission of the sub-contractor or assignee shall be treated as an act or omission of the subcontracting or assigning party.

15.3 Nothing in this Agreement shall be construed as creating a joint venture or partnership between the parties or as authorising either party to act as agent for the other.

15.4 The parties agree that save in relation to each Goodwood Company, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

15.5 This Agreement shall be subject to and construed and interpreted in accordance with the laws of England and Wales and the parties agree that the English courts shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.