



TERMS & CONDITIONS

INTRODUCTION

These terms and conditions (also referred to as 'Terms') govern use of the Henny Swan Gift Voucher or Henny Swan Gift Card (both referred to as 'Voucher/ Vouchers' unless there is a distinction in the Terms between the two) by the Voucher purchaser and any person that the Voucher is passed onto (also referred to as 'you').

Henny Swan Gift Cards are available to purchase in person at The Henny Swan for a minimum value of £50 up to £150.

Henny Swan Gift Vouchers are available to purchase by email for a minimum value of £25 up to £150.

The vouchers use a QR code to facilitate their operation, therefore, it is vital that we have access to a clear printed or digital copy of the Voucher QR code for you to redeem its balance.

Up to date Terms are available on our website www.thehennyswan.co.uk.

CANCELLATION

You have the right to cancel any unused Voucher purchased by email within 14 days for any reason. The cancellation period will expire after 14 days from the day on which we issued your voucher. To exercise the right to cancel, you must inform The Convivial Pub Company Ltd, at The Henny Swan, within the 14-day period. If we do not have a record of your request for a cancellation, you are required to provide proof of contact and cancellation request.

Henny Swan Gift Cards (purchased on site) cannot be cancelled, and no refund can be made. Partially used Vouchers cannot be cancelled or refunded.

If you cancel any unused Voucher, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after receiving your request, providing that we are able to trace your payment and transaction (you are required to provide proof of purchase).

We will make the reimbursement using the same means of payment as you used for the initial transaction.

Vouchers & Gift Cards



FURTHER TERMS AND CONDITIONS

1. Henny Swan Gift Cards and Henny Swan Gift Vouchers are issued and operated by The Convivial Pub Company Limited (also referred to as we/us), The Henny Swan, Henny Street, Sudbury, Suffolk, CO10 7LS.
2. Convivial Pub Company Ltd reserves the right to make reasonable amendments to these Terms at any time. The amended Terms will apply to your use of the Voucher. Notwithstanding the above, nothing in these Terms shall affect your statutory rights.
3. It is not the responsibility of The Convivial Pub Company to ensure that you are conversant with these terms, notwithstanding your statutory rights.
4. These Terms are governed by English law and the exclusive jurisdiction of the English courts.
5. If any of these Terms is found to be illegal, invalid or unenforceable under applicable law, the offending provision will be severed and remaining terms and conditions will be unaffected and the remainder of such provision of the Terms shall remain valid and enforceable.
6. These Terms represent the entire agreement between you and Convivial Pub Company in relation to your use of the Voucher and supersedes any previous agreement, whether written or oral, in relation to the Voucher.
7. Convivial Pub Company Limited may transfer its rights and obligations under these Terms to another person or body.
8. To purchase Henny Swan Gift Cards and Henny Swan Gift Vouchers, you must be aged 18 or over. Under 18's are not permitted at The Henny Swan unless they are accompanied by someone that we consider to be an adult guardian (usually someone aged 21 & over but other conditions may apply). Proof of age may be required to remain on the premises.
9. The Vouchers can be used to pay fully or partly for food or drink purchased at The Henny Swan during the opening days/times as advertised on our website, notwithstanding an unexpected closure. From time to time we have planned closures (for example for refurbishments or staff parties). These are notified with at least 7 days notice on our website. Christmas hours vary. On exceptionally busy days, service of our Bar Menu may be paused or stopped completely; therefore we recommend a restaurant reservation if you are relying on food service to use your voucher.
10. Purchases made with vouchers are subject to licencing conditions and our normal terms of service. We reserve the right to refuse service for breaches of licencing conditions and our house rules.
11. We reserve the right to close at short notice, in the event of unforeseen circumstances effecting business operations. If you consider that your ability to use the voucher has been affected by this, please email mail@thehennyswan.co.uk setting out full details. We will not be held responsible for any travel or accommodation costs related to a closures or other circumstances.
12. Vouchers cannot be used to purchase launch passes, to pay deposits, to add service or to pay for any services at the Henny Swan which are not owned by Convivial Pub Company Limited (such as boat hire or boat trips).
13. You must present your Voucher BEFORE payment is made.
14. Vouchers expire 12 months from purchase. Any balance left on the Voucher after this date will be forfeited and cannot be refunded.
15. When you use your voucher, the cash balance on your voucher will be reduced by the full cash value of your purchase. A team member can check your voucher balance for you at the till. We reserve the right to correct or amend the remaining balance if we believe that an invoicing or accounting error has occurred.

Vouchers & Gift Cards



16. The monetary value of your Voucher cannot be exchanged for cash or refunded to a credit card or debit card.
17. Vouchers are not generally replaceable. In some circumstances, where it is possible to replace a Voucher, a reasonable administration fee will apply.
18. You are responsible for any unauthorised payments made using your Voucher. Convivial Pub Company is not liable for lost, stolen or damaged Vouchers.
19. Convivial Pub Company does not warrant that your Voucher will always be accepted. For example, in the event of a failure of IT systems or of a power failure, we may not be able to accept Vouchers as payment. If this occurs, please email mail@thehennyswan.co.uk giving full details of the circumstances (including date and time of visit and relevant purchases).
20. Once a Voucher is dispatched by email, we are not responsible for it going astray, or being rejected by spam filters, if we have sent it to the provided email address. If you have not received your voucher (after checking all mail folders), contact us immediately in order that we can investigate.
21. Convivial Pub Company Ltd reserves the right to refuse to accept a voucher or to limit the use of a voucher which it deems to have been tampered with, duplicated, damaged or which otherwise is suspected to be affected by fraud, misconduct or unauthorised use. Convivial Pub Company may also withdraw or cancel your voucher or take any other action it may deem appropriate if it suspects fraud, misconduct or unauthorised use of your voucher. The voucher shall become invalid once cancelled and you will not be able to redeem the balance on your voucher.
22. Voucher balances are accessible for use via the Voucher QR code; therefore, it is vital that we have access to a suitable printed or digital copy of the Voucher QR code for you to redeem its balance. Alternatively, we can use your numerical Voucher code if it is legible (this will be a slower process).
23. In purchasing your Voucher, you may have provided personal information to Convivial Pub Company Limited who is the data controller. Your data will be held securely in accordance with the relevant Data Protection Legislation. We and our third party technical operator who issues the voucher, will only use your data for administrative or operational reasons to do with your voucher and not use or share it for any other reason.