

P&K Hurst Dance Breaks

BOOKING CONDITIONS

These booking conditions together with any marketing material on www.hurstdance.co.uk website and the booking form, form part of the contract for your P&K Hurst Dance Holiday between you and P&K Hurst Dance Holidays.

1. To make a booking

A reservation is made once a completed booking form and the required deposits are received by the Company. This booking form must be completed correctly and signed by You as named on the form. Once we have received this booking form together with the required deposits, We will confirm Your place(s) on the Holiday.

The Contract is effective on our written confirmation to you and is governed by the laws of England. Both parties agree to submit to the exclusive jurisdiction of the English Courts.

Cheques should be made payable to Philip Hurst

Direct Transfers to account

Bookings are accepted at the discretion of the Company. The Company reserves the right to accept or reject any person as a Holiday participant; to expel any participant from the Holiday; to make changes in the itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the participants; and to cancel the Holiday at any time.

Our Dance Holidays are for dancers and not open to Professional dance teachers, qualified or not, nor those that run or are involved in the running of dance classes, dance socials or events.

2. Our price policy

a) The prices given in the marketing material are the expected cost of the package described and will be confirmed when you make the booking. Once the booking has been confirmed in writing, We guarantee that we will not increase the price of the Holiday.

b) full payment is due 10 weeks prior to the holiday date.

c) Failure to pay on the due date will incur a £10.00 administration charge.

d) If any amount is outstanding after 28 days of the due date the Company reserves the right to cancel Your entire booking with no refund or any deposit of monies paid.

e) We require 16 weeks' notice to cancel your booking without charge.

Less than 16 weeks' notice and full payment is required.

3. If you cancel your booking:

Cancellations are only acceptable in writing. We accept no responsibility for cancellation charges arising from correspondence delayed or lost in the post. We require 16 weeks' notice to cancel your booking without charge.

Less than 16 weeks' notice and full payment is required.

4. If we cancel your booking:

Provided all monies have been paid we will not cancel your Holiday unless we are forced to do so either:

i) Due to unusual and unforeseeable circumstances beyond our control which could not be avoided even with all due care having been exercised, or what is usually known as "Force Majeure" (see clause 12)

Or

ii) Because the minimum number of bookings needed to operate the Holiday has not been reached. In this case participants will be notified of the cancellation as soon as possible.

In the circumstances in this Clause 4, if the Holiday is cancelled all monies paid will be refunded without interest. We will NOT pay any compensation or be liable to refund you any incidental expenses that you may have incurred as a result of your booking.

5. If we change your booking:

Circumstances may require some changes to be made at any time to the particulars of your weekend such as, but not limited to, dance instructors, type of classes offered, meals and outings. Any such changes are held to be of a minor nature and not change the value of the Holiday, and no compensation for these changes will be offered

6. Insurance

We require that all Customers take out appropriate holiday insurance that cover the entirety of their travel and stay.

7. Before you make a booking

You should be aware that due to it being a “dance” holiday, participants do run the risk of injury, and they undertake the Holiday at their own risk.

The Company shall not be responsible for participants’ actions or for any injury, damage to property or other loss unless caused by the gross negligence of the Company.

Before making a firm booking for the Holiday, You MUST make certain it is appropriate to Your physical ability.

You warrant that you are fit and able to participate in this Holiday. In addition, pre-existing medical or mental conditions or learning or physical disabilities, whether or not these are controlled by medication or are currently dormant, must be declared before booking. The Company shall not be responsible if any participant is unfit for the Holiday or for any health related problems that occur during the Holiday.

The Company will not be liable if You sustain any injury during the Holiday. Any limitation or exclusion of liability shall not apply in the event of death or personal injury resulting from any liability which cannot be limited or excluded as a matter of law.

8. Bookings are accepted on the following understanding:

Your booking is accepted on the understanding that You will abide by the authority of, and co-operates with, the Company, and their agents/representatives, or that of any accommodation owner or manager, or other person in authority,. Signing the booking form signifies the Customers' agreement to this, and We reserve the right to terminate without notice the weeks arrangements of any Customer who commits any offence or illegal act or whose behaviour is such that it is likely, to cause distress, danger, damage or annoyance to other customers, employees, property or to any third party, any person found using drugs on the premises will be banned from the hotel and future P&K Hurst Dance Holidays & events.

In all of the cases under this clause 8 We will be under no obligation whatsoever to reimburse the Customer any costs incurred , You shall not be entitled to any refund and We reserve the right to claim against You for any damage You may have caused

9. Our Services

We promise to ensure that all parts of the Holiday that have agreed to arrange as part of our Contract are provided to a reasonable standard and in accordance with these Booking Conditions.

10. Should you have a complaint. Please let us now immediately and we will try to rectify it at that time. In the case we are not able to do this to your satisfaction a letter detailing the incident should be completed. The Company must receive this letter within 21 days of your return.

Complaints will be dealt with in accordance with the procedures of the Company under which a senior official within a given timescale will investigate the complaint.

11. Special requests

Any special requests made on Your booking form are noted, and though we do our very best to comply with these We cannot guarantee they will be provided.

12. Force Majeure

This is the term applied to unusual and unforeseeable circumstances that are beyond our control. Compensation payments do not apply to changes, cancellations or curtailment caused by reason of war, threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disaster, fire, adverse weather conditions, floods etc or similar events. We cannot accept responsibility where the performance or prompt performance of our contract with You is prevented or affected as a result of such circumstances.

13. Data Protection

In order to process Your booking and ensure that Your booking arrangements run smoothly, We need to use the information You provide such as name, address, any special needs/dietary requirements etc. This information must be passed on to the relevant suppliers such as accommodation providers etc.

14. Marketing

The Company may use photographs, likenesses or images of participants secured or taken on any of our weekends without charge in all media for bona fide promotional or marketing purposes.

15. Severance

The invalidity, illegality, or unenforceability of any provision of these Booking Conditions shall not affect or impair the continuation in force of the remainder of this Booking Conditions.

16. Dance Professionals

Professional and/or student dance teachers, or anyone that runs or helps in the running of social dances, classes, dance holidays and events are not permitted on our dance breaks. Anyone (as stated above) found booked on one of our dance breaks will be cancelled off and/or asked to leave without refund.