

# PLEASE RETAIN FOR YOUR RECORDS



**May 14<sup>th</sup> – May 21<sup>st</sup> 2020**  
**(May 13<sup>th</sup> – 20<sup>th</sup> 2020 for Birmingham Customers)**

## **Terms and Conditions**

### **BOOKING CONDITIONS**

These booking conditions (the "Booking Conditions"), together with any marketing material produced by Impact Dance c/o Impact Dance Limited and the booking form, form part of the contract (the "Contract") for your Escape Dance Holiday (the "Holiday") between you ("You" or the "Customer") and Impact Dance Limited (the "Company, "We" or "Us")

#### **1. To make a booking**

A reservation is made once a BOOKING has been made online and the terms and conditions have been accepted and the Company receives this booking and the required deposit(s) or full payment. The online form must be completed correctly and the Terms and Conditions have been accepted by you as the named party leader. Once we have received this booking together with payment 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.

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.

#### **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) If you chose to pay via a price plan, failure of you to settle the parties due balance on the due date will incur an automatic **£30.00 late payment fee chargeable to the party**
- c) 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 on any deposit or monies paid.

#### **Payment Plan.**

1. Deposit 5% of total balance-due immediately
2. Second Payment 25% of total balance due 2 months from date of deposit.
3. Final Balance Payment (Remainder of Balance= 70% of Total Balance) due 4 months from date of deposit

Last date to register for Payment Plan is 30 November 2019.

#### **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.

It may be necessary to cancel your booking due to illness, accident or change of circumstances. As soon as you know that you need to cancel please email to **paige@impactdance.co.uk**

The email must be signed and sent by the Party Leader.

Cancellation charges are calculated as follows from the date that your written instructions are received by Impact Dance Limited:

Cancellation charges:

- All deposits are non-refundable or transferable once paid.
- Between Nov 2<sup>nd</sup> 2019 -Jan 15<sup>th</sup> 2020 Second Payment 100% Refunded.

Thereafter:

- 120-61 days inclusive before the holiday: 50% of the balance payable.
- 60 days or less before the holiday: 100% of the total amount payable by you.

If Impact Dance Limited incurs additional charges other than those set out above for any cancellation, then such sum shall need to be met solely by yourself.

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. For bookings from overseas this includes, but is not limited to, visas, vaccinations, flights etc.

5. Changes to your booking:

- If you want to make changes to your booking:

We have a 14-day cooling period for all bookings. After this time you will incur a £50 charge for any changes.

If you add people to your party outside of this offer they will be charged the FULL PRICE and we will add the additional amount to your balance. Your previous individual price per person is also locked. We will not reduce YOUR balance as a result of the numbers changing in your accommodation. You will also incur the £50 charge for changes.

- If we change your booking:

Circumstances may require some changes to be made at any time to the particulars of your holiday such as, but not limited to, teachers, type of classes offered, meals and outings. Any such changes are held to be of a minor nature and will 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 covers 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 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. Any

participant suffering from diabetes or any other condition requiring medication shall ensure that the Company is aware of this. It remains the responsibility of each participant to disclose the existence of such a medical condition. The Company will not be held responsible for any failure to do so.

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-operate 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 arrangement 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 Escape 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 been agreed, are arranged as part of our Contract, and are provided to a reasonable standard and in accordance with these Booking Conditions.

Your Price includes:

Accommodation for the designated number of nights booked.

Transfers from Fuerteventura Airport to Las Playitas (If arrival is on 14<sup>th</sup> May 2020 Only)

\*Birmingham Customers Arrivals on 13<sup>th</sup> May 2019 Only

Return Transfers from Las Playitas to Airport (If you return flight is 21<sup>st</sup> May 2020 Only)

\*Birmingham Customers Returns on 20<sup>th</sup> May 2020 Only.

All Dance Classes supplied by Impact Dance.

All Evening Entertainment supplied by Impact Dance.

ESCAPE Dance Holiday T-Shirt

#### 10. Should you have a complaint

In the event of any problems arising during the Holiday, participants should try to resolve them directly with the Company's staff, and/or their agents/representatives. If the problem cannot be resolved at this time, 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 events 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.