

## INTRODUCTION

These Booking Conditions only apply where you have **NOT** booked a “package” as defined in The Package Travel, Package Holidays and Package Tours Regulations 1992 (the “Regulations”)

For the purposes of the Regulations a package arises where the arrangements last more than 24 hours and at least two out of the three following components are offered at an inclusive price:-

- (a) transport
- (b) overnight accommodation
- (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

In the circumstances these booking conditions only apply to our “Study Days” and “Events”

If you have booked a package then the conditions applicable to your booking can be found by following the website link to Holiday (“Package”) Terms and Conditions

Your contract is with Sian Walters trading as “Art History in Focus” of PO Box 1509, Woking GU23 6XE

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions

### A. BOOKING AND PAYMENT

#### A1. YOUR RESERVATION

A.1.1 When you make and pay for a booking we will we send a Confirmation email or invoice to you. If you do not use email, please enclose a S.A.E. to receive confirmation by post. Prior to doing so, you may receive a provisional confirmation that your booking has been received. Any such provisional confirmation indicates that we are dealing with your booking request. We will usually be able to issue a Confirmation email or invoice within two weeks of receipt of your booking. We reserve the right to refuse a booking without giving any reason and in such circumstances will return any monies paid at the time of booking. If you are sending a manual booking form, you may wish to contact us before booking to check that places are still available.

A.1.2 Please ensure that all the relevant parts of the booking form are completed otherwise we may not be able to process your booking.

A.1.3 Please check your Confirmation email or invoice together with all other documents which we may send you as soon as you receive them and contact us immediately if any information appears to be incorrect or incomplete. Normally we will not need to send you any further information, so please ensure that you bring the event details (which can be downloaded from our website) and Confirmation email with you on the day, as well as a copy of your menu/drink choices and any other information if this is applicable.

A.1.4 Confirmations, changes and subsequent information which need to be communicated are usually done by email. Please retain all correspondence sent from Art History in Focus pertaining to the event, and contact us if you have not received a Confirmation email or invoice. Art History in Focus is not responsible for failure of any e-mail to be received on account of technical problems or traffic congestion on the Internet or at any Web site, nor problems with or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, or any persons' computers related to or resulting from uploading or downloading any material from our website.

## **A2. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES**

A.2.1 Although this is unlikely to happen, we reserve the right to alter prices shown in any of our marketing literature or on our website and we will inform you of any price changes as soon as possible.

A.2.2 Payments via our website can be made by credit or debit card via a secure payment system. We do not store credit card details nor do we share such details with any 3<sup>rd</sup> parties. Any such payments are made subject to the terms and conditions of the secure payment system provider. You may also pay by cheque provided that this is accompanied by a hard copy of our booking form. Cheques should be made payable to "Art History in Focus".

## **B. CHANGES, CANCELLATIONS AND BOOKING TRANSFERS**

### **B1. IF WE CHANGE DETAILS OF THE EVENT**

We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation email or invoice. On occasions changes do

have to be made, and we reserve the right to make these. For example, occasionally a named lecturer or guide may be unable to participate because of illness or other unforeseen circumstances, in which case every effort will be made to find a suitable replacement.

**B2. IF WE CANCEL AN EVENT**

In the unlikely event we need to cancel an event we will tell you as soon as possible. For example, we regret that some events shown on our website or in our marketing literature can only be operated if a sufficient number of people book them. If there is insufficient demand, we will tell you as soon as possible and offer a full refund.

**B3 IF YOU CANCEL YOUR BOOKING**

If you want to cancel your booking otherwise than as set out above please inform us in writing as soon as possible. We regret that (save as set out above) we are unable to offer refunds on unused places, but these may be transferred to someone else for the event you have booked – please advise us if you wish to do so and give us at least 48 hours notice. If an event is ticketed and a ticket has been issued under your name, there may be a small administration charge in order to transfer the booking to another name.

C. LIMITATION OF OUR LIABILITY TO YOU

**C1** We will not be liable where any failure in the performance of the contract is due to:

C1.1 you; or

C1.2 third parties unconnected with the provision of our services; or

C1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

**C2** Our liability, except in cases involving death and personal injury, shall be limited to the amount payable by you for the provision of the tour or event.

- C3** Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide any services on our behalf to you as part of your booking; and
- C4** The provisions of clauses C1 to C3 inclusive are in addition to any other limitation of liability contained in these Booking Conditions
- C5** Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause G4

## D YOUR RESPONSIBILITIES

### **D1. SPECIAL REQUESTS**

If you have a special request, we will do our best to help, although we cannot always guarantee it. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally.

### **D2. YOUR DOCUMENTATION**

Please ensure that you bring all necessary documentation with you on the day, if required (such as passports and insurance documents). Please also bring the event details (which can be downloaded from our website) and your Confirmation email with you on the day, as well as a copy of any menu/drink choices and/or other information if applicable

### **D3. HEALTH PRECAUTIONS**

- D3.1** Many of our study days and events involve a fair amount of standing and walking. Please inform us at the time of booking if you have any existing medical or physical disability that may apply to any member of your group which may affect your arrangements. We will do our best to accommodate these and make suitable provisions, although this may not always be possible.

### **D4. INSURANCE**

For UK trips, you are recommended to have insurance which provides cover for cancellation and lost or damaged personal possessions. It is your responsibility to

ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

#### **D5. BEHAVIOUR**

Customers are expected to behave responsibly. Customers are liable for any damage caused by them to property or costs incurred as a result of behaviour while on an event, UK trip or study day. Art History in Focus reserves the right to remove a customer from an event, UK trip or study day, in which case we will help the customer to make arrangements for homeward travel but we will not meet any additional costs.

#### **E. THIRD PARTY TERMS AND CONDITIONS**

Occasionally a third party such as a venue which we are visiting will require our group to adhere to its own terms and conditions. If this is the case we will make you aware of these and ask you that you and your party read them carefully and abide by them.

#### **F. IF YOU HAVE A COMPLAINT**

If you have cause for complaint please bring it to our attention immediately and we will do our best to rectify the situation.

#### **G. MISCELLANEOUS**

##### **G1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, the sudden closure of a venue, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

##### **G2. DATA PROTECTION**

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is kept safely and

treated confidentially. We may however disclose information to our service providers for the purpose of providing you with your arrangements, for example, we will inform them of food allergies if we are making a booking for lunch. Only information necessary for this purpose will be disclosed to them.

**G3. PHOTOGRAPHY AND COMMENTS**

We may take photographs of you during the course of any particular tour and may use such photographs on our website or for our own marketing purposes. Likewise, if you supply any photographs or written comments to us about our tours, we may occasionally use them on our website or for other marketing purposes. Please write to us if you would prefer that we do not use any such photographs or comments.

**G4. JURISDICTION/GOVERNING LAW**

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking must be brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead).