

Donahey's Dancing With The Stars Weekends – Booking Terms & Conditions.

All bookings are subject to the following booking terms and conditions.

Our conditions of booking are reviewed and updated from time to time. When we do this, we may make changes to the conditions of booking so that they are as up-to-date as possible in order to comply with law and so that we continue to provide you with relevant information about your booking. The conditions of booking in force at the time when you make your booking are those that apply to your booking, unless we provide you with a copy of our new conditions of booking. Please remember to read and check the conditions of booking each time you make a booking with us as they may have changed since your last booking.

1. Defined terms

In the conditions of booking, 'you' and 'your' refers to the person who makes the booking; 'we', 'us', 'our' or 'Donaheys' refers to Donaheys Events LTD, a company registered in England and Wales with company number 4673588, registered office: Melbourne House, Grosvenor St, Stalybridge, Cheshire, SK15 2JN; 'party' refers to those persons named on the booking confirmation and any person added at a later date; the 'hotel' refers to the venue you have chosen for your holiday.

2. The holiday contract

A contract between you and Donaheys ("our agreement") will exist when any of the following 'booking conditions' are met: a) we receive your deposit payment and issue our written confirmation of your booking; or b) when booking online or by telephone, we inform you that your booking is confirmed.

Our agreement binds you and all the members of your party. It is your responsibility to ensure that all members of your party are made aware of and accept the conditions of booking. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of the conditions of booking. You also agree that all members of your party are aged 18 or over. Your failure to disclose all relevant information to all members of your party and/or failure by you and/or members of your party to comply with these terms may lead to termination of our agreement, and loss of the booking.

When you make your reservation by telephone you will be required to confirm your booking and by doing so you will be entering into a contract with Donaheys and these Booking Terms & Conditions will apply.

3. Confirmation of booking

Once your booking is confirmed we'll send out a written confirmation via email, which also confirms that we've received your initial payment. Your contract with us is in place once your deposit or full balance has cleared and your holiday booking confirmation has been sent. Please check everything carefully. If something isn't right, please give us a call straightaway to ensure we have adequate time to rectify any of your concerns.

4. General

a) If any payment you make is returned unpaid by your bank or card provider, we may have to charge a £25 administration fee plus pass on any bank charges; b) You and members of your party must abide by the rules of the hotel at all times; c) Our agreement is governed by English Law and we agree to the exclusive jurisdiction of the English Courts. You may however choose the jurisdiction of Scotland or Northern Ireland if you live there and wish to do so; d) If any part of our agreement is deemed void by law, the remainder will, if capable, continue in full force and effect. e) We specifically draw your attention to part 15 of these conditions of booking (Our responsibilities)

5. Holiday prices and VAT

Prices shown are inclusive of VAT at the current rate at time of booking. We reserve the right to increase prices where there is an increase in VAT or any other tax applicable to your booking. We reserve the right to change the price of any of the holidays shown in our brochure or on our website any time before booking. All our prices include VAT.

6. Deposits

When booking your holiday you must pay a non-refundable deposit at time of booking.

If you book within 10 weeks of your holiday you will need to pay the holiday price in full within 14 days of your booking. We can only accept cheques up to four weeks before your holiday start date.

7. Cooling-off period

As a gesture of goodwill we will allow a 24hour cooling off period from the time of your booking transaction. This is not a legal obligation placed on us.

8. Balancing Payments

The balance must be paid 10-weeks prior. Bank transfer, cheques by post or cash in person are the preferred means of making final payments. Due to card transaction charges, where you choose to pay by card a charge of 1.5% will be made in respect of each payment made.

To qualify for our early bird booking rate, balancing payments should be received in full 10-weeks prior, otherwise our prevailing online rate applies. If the balance of your holiday is not received in full 10-weeks prior, we reserve the right to treat your reservation as cancelled and to apply the cancellation charges set out in section 10.

9. What if you need to make changes?

We'll always try our best to fit in changes to your booking – so long as you tell us in writing at least 10 weeks before your holiday start date. Any changes are subject to availability and are subject to an administration charge of £25 per person. If you have to make a substantial change to your holiday within 10 weeks of the holiday start date, we'll treat it as a cancellation. And remember: changing your holiday start date will probably mean a change in price.

We may be able to offer a name change on your booking, subject to an administration charge of £25 per person, provided you give us reasonable notice and it is at least 14 days prior to the break start date. This person must be able to satisfy all our booking terms & conditions and must take your pre-booked workshop places. Bookings/places are strictly not for re-sale; the listing of or advertising of your booking in order to re-sell your places is strictly forbidden and will result in the immediate cancellation of your booking with cancellation charges as outlined in section 10.

Any part of a booking not transferred and/or subsequently cancelled will be subject to cancellation charges as outlined in section 10

10. What if you need to cancel your holiday?

We really hope it doesn't come to this, for that extra peace of mind we strongly recommend all members of your party take out personal UK Holiday Insurance to protect your holiday booking. Should you, or any member of your party, be forced to cancel your holiday, you

must do so in writing and this letter must be signed by the person who signed the booking form. A cancellation will take effect from the date that written notice is received at our office.

The following charges apply to all cancellations by you:

Cancellation up to 10 weeks prior to the holiday date: Loss of deposit.
Cancellation within 10 weeks of the holiday date: Total Holiday Cost.

Please note that the consumer cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply in the case of package holidays, which are fully exempt under Regulation 6(1)(g)

11. Cancellation following non-arrival

If you haven't arrived by 8am the morning after your holiday start date and you haven't contacted us to confirm when you're going to arrive, we'll treat your holiday as cancelled. In this case you will not be entitled to any refund or transfer.

12. Changes to advertised descriptions

We provide our weekend descriptions in good faith and every care is taken to ensure the information given on our website and in our publicity is correct. Very occasionally, it may be necessary for us to make changes to holiday details both before and after your reservation has been confirmed. As this is usually the result of circumstances totally outside of our control, we must reserve the right to do so. In such cases and if we are forewarned we will make every effort to advise you as soon as reasonably possible. If the entertainment booked for your break changes we will always try to notify you before you arrive. However, Donahey's reserve the right to substitute shows without prior notice or refund.

Any compensation payments due to a change of line-up will be made at the discretion of Donaheys and in all cases will be limited to an amount equal to the fee which the original artiste was contracted, less the amount due to be paid to a replacement artiste and the resulting figure shared equally amongst the number of full paying bona fide adult guests resident when the non-appearance occurred.

13. If we cancel or change your holiday

Very rarely we may find it necessary to cancel or significantly change your booking and we reserve the right to do so. However, we will only cancel your holiday if:

a) You fail to make payment in full and on time; b) If we are forced to do so as a result of unusual and unforeseeable events beyond our control, the consequences of which we could not have avoided even with all due care; or c) It is possible we may cancel a particular holiday if we have sold insufficient capacity of available accommodation to enable that holiday to be operated within an acceptable standard of both atmosphere and viability. In the event of cancellation (other than due to your default in payment) we would then return to you all money you have paid us, or will offer you an alternative holiday of comparable standard. Whichever you choose, we will pay compensation as shown below;

More than 42 days: - NIL

0 – 42 days: - £5

We can accept no liability for any other costs, which may arise from such cancellations howsoever caused. No compensation is payable in respect of minor changes.

14. Events beyond our control

We will not be liable to you in any way or pay you compensation if we have to cancel or change your booking in any way because of unusual or unforeseeable circumstances beyond our control or amounting to force majeure. Force majeure means any event, which we or the supplier of the services in question could not foresee or avoid. These can include, for example; war or threat of war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, industrial action, mechanical fault, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

15. Our responsibilities:

a) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation letter, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

b) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from;

(i) the act(s) and/or omission(s) of the person(s) affected;
(ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
(iii) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
(iv) an event which either suppliers or ourselves could not, even with all due care, have foreseen or forestalled.

c) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(i) loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(ii) Claims not falling under (i) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(iii) Claims in respect of a stay in a hotel. When making any payment, we are entitled to deduct any money, which you have received or are entitled to receive from the hotelier for the complaint or claim in question.

d) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

e) Where any payment is made, the person(s) receiving it must also assign to our insurers or ourselves any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

f) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (ii) relate to any business.

g) We will not accept responsibility for services or facilities, which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

16. Suppliers Conditions

Our third party suppliers have their own booking conditions, and these will bind you, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you. You can get copies of the relevant conditions if you ask us.

17. Comments and complaints

If you have a comment or complaint whilst on your holiday please speak a member of our team and your hotel reception as soon as possible and before leaving. Hopefully we'll be able to put things right immediately so that you can enjoy the rest of your holiday. Where this is not the case, please make sure you record the details with the Duty Manager and write to the Manager no later than 21 days after the end of the weekend. Please note we cannot act on any complaint that has not been brought to the attention of the Duty Manager at the time of the incident and is not notified in writing within 21 days of the end of your holiday. All complaints received will be thoroughly investigated.

Claims may be reduced or rejected if we are not given the opportunity to put matters right during your holiday. No complaint will be considered unless you follow this procedure.

18. What's Included.

The price includes; Meals as described; En-suite accommodation as described; the weekend programme as described; all dance tuition and evening entertainment; Services of Donahey's staff as described. The price does not include; Insurance; Equipment such as dance shoes; Transport costs from home to accommodation; Drinks from the bar, lunch or snacks.

19. Security of your personal belongings

Please note that your personal belongings are your responsibility during your holiday, please do not leave any personal belongings unattended in the ballroom. We recommend that you take out appropriate holiday insurance to cover your belongings during your holiday. We accept no liability for any accident, loss or damage to your belongings except to the extent that such accident, loss or damage arises from our negligence or the negligence of our employees, agents or subcontractors.

20. Rights of admission

For the convenience of all our guests, Donahey's reserve the right to refuse a booking or to terminate a guest's weekend without compensation where unreasonable behaviour of persons named on the confirmation paperwork or their guests might impair the enjoyment, comfort or health and safety of other guests and our staff. Definition of unreasonable behaviour is solely at the discretion of the management. Only the people named on your booking may participate in the event as described and stay on the premises, otherwise you and they may be asked to leave with no refund payable.

This includes any guest who fails to advise us of a medical condition or of a disability, which prevents their full participation in the weekend programme. If we are not informed in this way we cannot be held responsible for any inconvenience or costs incurred by you and this may include our refusal to complete your weekend arrangements. If you fail to act in accordance with this term, full cancellation charges of 100% apply.

21. Indemnity

When you book a holiday with us you accept responsibility for the proper conduct of yourself and your party whilst on holiday. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, you agree to fully indemnify us against any claim (including legal costs) made against us by, or on behalf of, the owners of such accommodation.

22. Health & Safety

Your health and safety and that of all our guests whilst you enjoy your holiday with us is of paramount importance to us. In case of emergency please observe the directions of all staff at all times. Please do take the time to familiarise yourselves with Hotel Fire Evacuation Procedure. A control of arm & leg movements whilst on the dance floor is vital so as not be a danger to fellow persons; no drinking whilst on the dance-floor; Spilt drinks should be mopped up immediately; Dancers should not eat or chew whilst dancing; No excessive consumption of alcohol, causing a lack of control and being a danger to oneself & fellow guests; It is your responsibility to take regular breaks to avoid over exertion and to stay hydrated – iced water is always available – just ask.

If you do have any concerns whatsoever, or see something you are unhappy with, please bring it to our immediate attention, thank you.

23. Footwear & dress code

Suitable footwear with a non-slip sole MUST be worn at all times whilst on the dance floor. Strictly no steel, overly high or thin stiletto heels, steel toecaps, flip-flops, wedges or sandals to be worn on the dance floor. Strictly no bare-foot, socks or tights on the dance floor. Please understand, unsuitable footwear WILL result in you politely being asked to leave the dance-floor during all workshops and our evening dances.

We may offer workshops where flat shoes are absolutely essential i.e. Swing dance, Zumba®, Fitness etc; for these workshops we request that you wear flat comfortable shoes i.e. trainers/pumps/jazz shoes – strictly no heels or bare-foot whatsoever.

Saturday evening Black Tie - strictly no denim. For men evening suit/bow tie preferred, lounge suit & tie acceptable. Dresses not essential for ladies; Friday evening smart eveningwear - strictly no denim; Daytime workshops - casual, light clothing.

24. Filming & Photography

Filming & Photography of all shows and workshops is strictly prohibited. The use of any flash photography, or recording device during any part of the Stars performances or workshops is strictly forbidden. Persons doing so will be asked to leave the ballroom immediately and delete any offending material immediately, this is a contractual stipulation rigorously enforced.

Photograph opportunities will be available during the evenings, please though, avoid photograph or autograph requests before and after the Stars workshops.

Throughout the event we may take official photographs & recorded images. These images may be used in printed publications produced by Donahey's or our partner hotel, on our websites and in promotional videos for marketing purposes. Through your participation in the event you consent to the taking of photograph images & recordings for the sole purpose of TV, press & future event publicity. This may include recordings & images used in regional TV, local newspapers & on official Donahey's & Hotel websites or in our printed publications.

25. Infections or contagious diseases

For health and safety reasons and to protect all of our guests we cannot accommodate anyone who has or has just recently had an infectious or contagious medical condition, without a doctor's certificate to confirm that any such condition is no longer contagious. You should inform us immediately should any such condition develop in any member of your party within 14 days prior to your arrival date.

We reserve the right to; refuse to accept your booking; cancel your break; or ask any member of your party to be confined to their room or leave the hotel immediately, should we, at our reasonable discretion, consider it necessary to protect the health of other guests, staff or the general public. Cancellation charges outlined in section 13 would apply in these circumstances.

26. Availability of Facilities

It is possible that in some circumstances a facility may have to be temporarily withdrawn due to maintenance, renovation, adverse weather conditions, changes in Governmental Legislation, or other factors outside our control. We reserve the right to make such alterations in the above circumstances without prior notice, and are unable to accept liability for the loss of an advertised facility, or to pay compensation for any inconvenience caused.

27. Smoking Areas

In accordance with government legislation smoking is not permitted in any enclosed public space on the resort. For the comfort and benefit of our guests who wish to smoke external covered areas are available.

28. Car Parking & Pets

Car Parking is entirely at the owners risk and we accept no liability whatsoever for loss or damage to vehicles that are parked on the hotel property. Pets are not allowed in the hotel or it's grounds, except for registered guide dogs.

29. Information about booking via the Donaheys website

Our website www.donaheys.co.uk is owned and operated by Donaheys. Our website tells you the terms and conditions on which we offer our dance holidays to you from our website. Please read these terms carefully before booking from our website as, by doing so, you accept these terms and conditions.

You will need to click the box marked 'I agree to Donahey's Booking Terms & Conditions' in the course of your booking, to confirm your acceptance of these terms. If you don't accept these terms, you will not be able to book your holiday from our website. You should print a copy of these terms for future reference.

You can access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

30. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This section does not affect your statutory rights.

31. Data Protection

By making your booking, you agree and confirm that you and all the members of your party give your/their consent for us to process the personal information that you and the members of your party provide in order for us to process your booking and provide you with your holiday.

We need to pass your information to third party service providers relevant to meet our obligations to you, for example the hotel. You should also refer to the relevant third party provider's own data protection policy for details of how they will use your personal information.

We can only correspond with the lead customer on the booking in respect of your booking. It's your responsibility to inform all other members of your party what information about them you're providing to us, and what we'll use it for. Information about health to enable us to assist with any special needs will only be used for the specific purpose(s) for which you have provided it.

You agree and consent (on behalf of you and all the members of your party) that we may also: a) share your information to third party service providers such as your hotel; and b) use your information to contact you about other holidays or services, similar to those that you have previously booked with us.

Where we also have contact details for other people (over the age of 18) on a booking, we'll use this information to contact them about other holidays or services brought to them by Donaheys.

If you or members of your party would rather not receive this information please let us know; Donahey's, PO BOX 126, Kingsbridge, TQ7 9BB