

All Donahey's Dance Lesson bookings are subject to the following terms and conditions;

1. Defined terms

In these conditions of booking, 'you' and 'your' refers to the person who makes the booking; 'we', 'us', 'our' or 'Donahey's' refers to Paul & Shirley Donaghey; 'party' refers to those persons named on the booking confirmation and any person added at a later date; 'consumer' means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from us consisting of one or more Lesson for the individual's personal use and for purposes wholly or mainly outside the purposes of any Business.

2. Eligibility to take a Lesson

You must be 18 or over and a "Consumer" to book and attend any Donahey's dance lessons.

We only make lessons available to a "Consumer" (as defined in Clause 1 above), and your booking will be deemed to be your confirmation that you will be a "Consumer" in connection with any request(s) by you to attend any Lesson. If at any time we find that you are not a "Consumer", we may without liability to you cancel your booking forthwith by giving you a cancellation notice and you will not then be entitled to attend any further Lesson.

A lesson and your place in that lesson is subject to availability. No priority is given, and places in a lesson are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Lesson unless You book and pay for the Lesson for that time and date.

3. Health & Safety

Your health and safety and that of all participants whilst you enjoy your dance lessons are 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 the venue's Fire Evacuation Procedure.

Fire exits are clearly marked and in the interests of safety you must not obstruct these exits for any reason. In the event of a fire, You should make your way to the nearest available exit with all possible speed and assemble at a safe distance from the premises so that we may take a roll-call of all those attending the lesson when the fire alarm sounded.

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.

You must not attend any lesson when under the influence of alcohol or illegal drugs or immediately following a heavy meal.

No abusive language to be used. If you do have any concerns whatsoever, or see something you are unhappy with, please bring it to our immediate attention, thank you.

4. 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 or pencil stiletto heels, steel toecaps, flip-flops, wedges or sandals to be worn on the dance floor and no bare-feet, socks or tights. The sole of the shoe must be clean at all times whilst on the dance-floor. Persons with incorrect footwear or unsuitable dress WILL be politely asked to leave the dance floor to change into something suitable.

Trousers, skirts and dresses should be of the correct length at ALL times to avoid tripping or causing accidents on the dance floor.

5. Dance-floor etiquette

A control of arm & leg movements whilst on the dance floor is vital so as not be a danger to fellow persons. Strictly no lifts or moves of an acrobatic nature. When not dancing, please walk around the edges of the dance-floor and avoid walking across it, especially with drinks, as this may affect the enjoyment and safety of others. If you are engaged in conversation please move off the dance floor.

6. Physical Fitness

6.1 You acknowledge that dance lessons may be physically strenuous and you agree that you voluntarily participate in such lesson with full knowledge that even if we and the relevant teacher are not negligent there is a risk of personal injury or illness arising from your participation in such a lesson.

6.2 Dance lessons may be unsuitable if you have special needs, or any medical, health or fitness problem or condition.

6.3 You must ensure all members of your party are fit and well enough to participate in any lesson that you book, and you will at all times be responsible for your own state of health, physical condition and wellbeing.

6.4 If you have any concerns about any members of your party's fitness or health, you should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Lesson. We cannot and do not provide any such advice.

6.5 You agree that when you book and attend any Lesson, that will be your confirmation that your party have no health or fitness problems which may affect participation in any lesson.

6.6 When you request a booking for a lesson and [at least 48 hours] before you attend any lesson, if you tell us at that time about any medical, health or fitness issue or special need, We will discuss it with you, and inform you if we decide not to accept your booking because of that issue or special need. If we do accept your booking, You must act in accordance with any instructions provided by us relating to the issue or need.

6.7 If you do not tell us before a lesson of anything referred to in sub-Clause 6.5 or 6.6 that we then discover, We will be entitled not to provide some or all of that lesson or any other lesson and to treat any such lesson (or the affected part of it/them) as cancelled by you without notice, in which case we may make a charge to you for that cancelled lesson. If that lesson is part of a package, We may also cancel any other remaining lesson in the package and in that case we will refund you for each of the remaining Lesson an amount equal to the total package price divided by the total number of lesson in the total package.

6.8 You should arrive at least 10 minutes prior to the start time of a Lesson and before any warm up involved in that Lesson, to allow for a prompt start. If you know You are going to be late for a Lesson, you should contact us to tell us as soon as you can before the Lesson start time. If you arrive later than a Lesson start time and you arrive after any warm-up for that Lesson has begun, we may not permit You to participate in the Lesson for health and safety reasons.

7. Lesson Expulsion

We reserve the right to expel any member of your party from any lesson if their conduct is in our reasonable opinion unacceptable, or is or may be in our reasonable opinion, harmful to our reputation, or if it amounts to your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of others who are in that Lesson or who are in any other Lesson being held then or to be held subsequently. You will not be entitled to any refund for a Lesson started but not completed due to such expulsion.

8. Cooling-off period

As a gesture of goodwill we will allow a 24hour cooling off period from the time of your booking transaction.

9. What if you need to cancel your booking?

Should you, or any member of your party, be forced to cancel your booking; Due to the limited places available on our lessons & workshops, once booked your booking is non-refundable or transferable. Cancellation for whatever reason will result in loss of monies paid. We are always happy to offer a complimentary name change on your booking, however we are unable to offer transfers or refunds whatsoever.

If, due to exceptional circumstances including, but not limited to, serious illness, accidents and bereavement, you cancel a lesson, we will consider the circumstances and in our discretion decide whether to waive any charge for late cancellation that we are entitled to make.

Once course are commenced, refunds are not permitted. This does not affect your statutory rights.

10. What if I cannot make one of my pre-booked lessons?

We are always very happy to roll weeks over for pre-booked vacation holidays, upto a maximum of two weeks in every 6-week block. Just let us know in advance when you are away on vacation holiday and we'll credit those weeks. Unfortunately though this cannot cover minor illnesses, conflicting interests or holidays after they have happened.

Donahey's are unique in that we offer all our customers the chance to attend any of upto 3 lesson a week - this is a great facility that no other dance school offers. If you find you are unable to attend your regular weekly dance lesson you can attend our alternative Latin and Ballroom lesson that week, you can even double up the following week - it's no problem. You will always be welcome to attend an alternative lesson instead of your usual lesson, either the week you cannot make or as a double up the following week.

11. Variations to Scheduled Lessons

On some rare occasions it may be necessary to make alterations to the start date, time, teacher or venue locations of our lessons in order to operate our sessions

effectively. All Clients will be notified of any such changes as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to terminate the agreement.

If we are required to change the venue for a particular lesson due to circumstances beyond our control then we ask for you to be reasonable in accepting an alternative venue.

12. Rotating Partners

During all our dance lessons, we start by teaching the steps solo, then we partner you up together, then we change partners for an extremely short while so our teachers & helpers can dance with all our pupils and help them if required. No one is left without a partner, then we partner you back up together.

Rotating partners whilst learning has many benefits, mainly that you both learn through dancing with our teachers & helpers. Not least it relieves some of the pressure of dancing together if one of you is struggling, it makes the class much more fun & sociable for everyone including yourself.

Changing partners during class is one of the quickest ways to improve your dancing, it makes men more positive leaders and ladies more receptive to their partner.

13. Inclement Weather

Most of the venues we hold our lessons in are local authority controlled, such as Town Halls, Community Buildings & Schools. Therefore we will take the guidance & recommendations from that controlling local authority as to whether a building is safe to open for its visitors & staff.

If a building is deemed safe to be open by the local authority and our teachers are able to run the lessons, then those lessons are deemed to be open. No rollover or credit will be offered to any participants who did not make their class due to inclement weather.

In the event the local authority advise the venue is to be closed or the roads surrounding said venue are closed then the class will be closed and all credits for that class rolled over to the following week. In the case of a workshop, a rescheduled date will be offered.

16. Car Parking

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 venue's we use property.

15. Information about booking via the Donahey's website

Our website www.donaheys.co.uk is owned and operated by Donahey's. Our website tells you the terms and conditions on which we offer our dance lessons 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 lessons 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.

16. Limitation of Liability

16.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by You and Us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

16.2 We provide or sell all Lesson to You only for Your personal and private use/purposes. We make no warranty or representation that any clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

16.3 Each of our teachers is appropriately qualified or experienced as a dance teacher and competent to conduct the Lesson assigned to him/her but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.

16.5 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

16.6 If you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

16.6.1 the Consumer Rights Act 2015;

16.6.2 the Regulations;

16.6.3 the Consumer Protection Act 1987; or

16.6.4 any other consumer protection legislation as that legislation is amended from time to time.

16.7 It is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

16.8 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.

16.9 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.

16.10 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.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

17. 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.

18. General

a) You and members of your party must abide by the rules of the venue at all times; b) Our agreement is governed by the laws of England and Wales and we agree to the exclusive jurisdiction of the Courts of England and Wales. You may however choose the jurisdiction of Scotland or Northern Ireland if you live there and wish to do so; c) If any part of our agreement is deemed void by law, the remainder will, if capable, continue in full force and effect.

19. Comments and complaints

If you have a comment or complaint whilst at your lessons please speak to a member of our team 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 lesson. 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 lesson. 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 lesson. 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 lesson. No complaint will be considered unless you follow this procedure.

20. Changes to 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.

21. Data Protection

Donahey's is committed to ensuring that your privacy & data is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used in accordance with our privacy statement. A copy of our Privacy Policy is available upon request or online; <http://www.donaheys.co.uk/articles/privacy-policy/>