

Donahey's Dance Lessons Booking Terms & Condition

All bookings of and participation in Donahey's Dance Lesson 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 trading as Donahey's; '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 lessons 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 unless you book and pay 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 each 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 and pre-existing medical conditions

6.1 You acknowledge that dance lessons may be physically strenuous and you agree that you voluntarily participate 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.

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 lessons 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.

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, advise you as to the suitability of your booked lesson 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. We may require you to produce a medical certificate certifying that you are fit to participate.

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, acting reasonably, 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 which may be 100% of the cost of the lesson. If that lesson is part of a package, we may also cancel any other remaining lessons in the package and in that case you can continue to enjoy your package without the inclusion of any dance lessons or social dancing but we will not be liable or pay you any refund, price reduction or compensation.

6.8 You should arrive at least 10 minutes prior to the start time of a lesson and before any warm up involved to allow for a prompt start. If you know you are going to be late, 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.

6.9 If you have any pre-existing medical conditions or injuries that affect your ability to fully partake in regular exercise & fitness classes you must seek medical advice and approval before taking part in Donahey's dance lessons.

6.10 If you have any pre-existing medical conditions or injuries that may affect your ability to partake in regular exercise & fitness classes, please use your own judgement as to whether you should partake. This should be based on medical advice. We accept no responsibility if you choose to partake in any dance lessons and/or other activities if this is done so against medical advice or if you have failed to take medical advice in the first instance.

6.11 It is important that you listen to your own body, take the classes at your own pace and chose the lower impact moves if you find the higher impact moves too challenging.

6.12 If your health changes whatsoever, please refrain from exercising until you have spoken with your doctor or health professional.

6.13 If at any time you have a question, feel unsafe or unwell you must inform the instructor immediately and discontinue further participation in the class.

6.14 You accept all risks involved in all activities. You waive and release, now and forever, all claims and causes of action against Donahey's, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, from any aggravation of a pre-existing medical condition or pre-existing injury that is aggravated in any way from the direct or indirect result of your participation in Donahey's dance lessons.

6.15 Nothing in this clause 6 excludes or limits our liability for death or personal injury which is caused by our negligence, please see clause 16 for further details.

7. Lesson expulsion

We reserve the right to expel you and/or any member of your party from any lesson if the conduct is in our reasonable opinion unacceptable, or 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 and you will be asked to leave the premises immediately.

8. Cooling-off period

As a gesture of goodwill we will allow a 24hour cooling off period from the time of your booking transaction to allow you to cancel your booking and receive a full refund of any monies paid.

9. What if you need to cancel your booking?

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.

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 and we may be able to offer you credit to allow you to re-book at a later date.

Once courses commence, refunds are not permitted.

This does not affect your statutory rights.

10. What if I cannot make one of my pre-booked weekly 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 no less than 7 days in advance when you are away on vacation holiday and we will 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 lessons a week. If you find you are unable to attend your regular weekly dance lesson, you are welcome to attend an alternative lesson that week, or you can even double up the following week where there are spaces in the class which you wish to join.

11. Variations and cancellations 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 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.

In rare circumstances, it may be necessary for us to cancel your booking if the dance teacher(s) is not able to lead the class and we are unable to find an alternative and/or the venue booked is unavailable and we are unable to find an alternative venue. In these circumstances, we will notify you as soon as possible and offer you the option of a full refund, an alternative date for your booking or a credit to allow you to re-book at a later date.

12. Rotating partners

During all our lessons, we start by teaching the steps solo, then we partner you up together. We have a great team of experienced dance teachers and assistants that will look after you during your lessons. If we think it may help, we may occasionally offer to change partners so our team can dance within the group. Acceptance is completely upto you.

Rotating partners whilst learning to dance does have its benefits, mainly that you both learn through dancing with our teachers and helpers. Not least it relieves some of the pressure of dancing together and can make the class more fun & sociable. Changing partners can be one of the quickest ways to improve your dancing, helping make leads more positive leaders and followers more receptive.

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 happy & 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.

14. 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 at the venue being used.

15. Information about booking via the Donahey's website

Our website www.donaheys.co.uk is owned and operated by Donahey's. These terms and conditions, together with our Privacy Policy, the Assumption of Risk and Waiver of Liability and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. 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.

16. Limitation of Liability

16.1 Subject to the reminder of this clause, we have a duty to provide the services you have booked with reasonable skill and care. 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 injury, loss, illness, death, expense, cost or damage or other claim of any description if it results from the act(s) and/or omission(s) from the person(s) affected, 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 any other event that is not foreseeable, including exceptional circumstances.

16.2 We provide or sell all our lessons 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).

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.

16.4 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.

16.5 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 the Consumer Rights Act 2015 and any other consumer protection legislation as that legislation is amended from time to time.

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

16.7 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.

16.8 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.

16.9 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.

16.10 Subject to clause 16.4, we will not accept responsibility for any injury or personal damage suffered in connection with the use of any facilities and/or grounds of the venue in which the classes/workshops are held.

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 you 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 Donahey's Lesson Manager present and write to Donahey's ideally no later than 21 days after the end of the 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. Failure to follow the procedure set out in this clause may affect our ability to investigate your complaint, and will affect your rights under this contract.

20. Changes to Terms and Conditions

Our Terms & 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; <https://www.donaheys.co.uk/articles/privacy-policy/>